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The Solicitors' Journal.

LONDON, MAY 21, 1864.

THE COURT OF EXCHEQUER CHAMBER have decided in favour of the Crown the two points raised in the case of *The Attorney-General v. Partington*. Most of our readers will probably recollect the monster case of *Partington v. Reynolds* which occupied the Vice-Chancellor Kindersley some years ago for a time even greater than that which has lately been consumed by the case of *Young v. Fernie*, and which resulted in the recovery by the plaintiff of a large sum of money which had become vested, as *bona vacantia*, in the defendant as Solicitor to the Treasury on behalf of her Majesty. The principal facts of the case were these:—A Mrs. Shard died in 1819, leaving a Mrs. Isabelle Cooke her sole next of kin, who was domiciled in America. Mrs. Cooke took no steps to assert her claim to the estate of Mrs. Shard, and therefore, in the absence of any claimant, Mr. Maule, the Solicitor to the Treasury, took out letters of administration for the Crown, and paid the duty to the Crown, and thus became possessed of the property. Mrs. Cooke died in 1825, intestate. At her death, her husband, Ellis Cooke, was entitled, as her representative, to take out administration to her effects, but he, being domiciled in America, made no claim. He died in 1830. Thereupon James Cooke, his son, became entitled to take out administration to his father, but he was not heard of until about 1855, when he came forward, and appointed the now defendant, Mr. Partington, to act for him under letters of attorney. This led to the above-mentioned suit against Mr. Reynolds, who had succeeded Mr. Maule as Solicitor to the Treasury, and for the purposes of that suit James Cooke took out administration, first to the estate of Ellis Cooke, his father, then to that of his mother, Mrs. Cooke, and he obtained a decree in the Court of Chancery for the sum of £24,000 principal, and £34,000 for interest.

Two questions arose. First, whether the Crown was entitled to double administration duty; first upon the value of the estate of Mrs. Cooke, who died in 1825, and then upon that of Ellis Cooke, who died in 1830. The Crown claimed both these sums on the ground that had the parties been in this country Ellis Cooke would have paid upon taking out administration to his wife, and James Cooke must have paid again on his father's death. On that point the contention was that the duty was to be paid upon each as if the administration had been granted at the proper time. It was not because these parties had failed to take out letters of administration at the proper time that the Crown was not entitled to the duty when the administrations were granted. Secondly, was such duty payable on the whole value to which the estate had arisen by accretion at the date of the letters of administration, or on the value merely at which it had arrived when administration ought in due course to have been taken out? At the death of Mrs. Shard the estate was worth £20,000; at that of Mrs. Cooke, £25,000; at the death of Ellis Cooke, £30,000; and when James Cooke recovered the money, £58,000.

The Court of Exchequer decided against the claim of the Crown on the first point, and in favour of the Crown on the second point. Both decisions were appealed against. The case was argued at considerable length on Saturday last by Sir Fitzroy Kelly, Q.C., Mr. Locke, Q.C., and Mr. Bevan, for the Attorney-General; and Mr. Lush, Q.C., and Mr. Milward for the defendant. At the conclusion of the argument the Court said that they agreed with the court below on the

second point, but on the first point they reserved judgment till Monday morning last, when they reversed the judgment under appeal upon that point, thus deciding both questions in favour of the Crown, which thus gets the full benefit of the delay in two ways—first, by the enjoyment of the property till claimed, and secondly, by the enhancement of the duty to be paid.

THE COMMISSIONERS appointed by the Queen in 1861 to prepare a body of substantive law for India, have made their first report. The commission was issued in accordance with a recommendation made, at the end of 1855, by a former commission constituted to examine and consider the recommendations of the Indian Law Commissioners who were employed in India, and the enactments proposed by them for the reform of the judicial establishments, judicial procedure, and laws of India, and such other matters in relation to that reform as might, by or with the sanction of the Commissioners for the affairs of India (now represented by the Secretary of State in Council of India), be referred to them. The commissioners who had been so appointed recommended in the last mentioned year that, subject to necessary consideration for the existing laws and usages of various parts of India, there should be prepared for India a body of substantive law, in preparing which the law of England should be used as a basis, but which, once enacted, should itself be the law of India on the subjects it embraced. The preparation of this body of substantive law was committed to Sir John Romilly, Sir William Erle, Sir Edward Ryan, Mr. Robert Lowe, Sir James Shaw Willes, and Mr. John Macpherson Macleod.

The Secretary of State requested these commissioners to report their labours on one branch of the civil law before entering on the consideration of another branch; and the commissioners, finding that by various classes of persons not professing the Hindoo or Mahomedan religion a want of substantive civil law was most complained of, and that a law to regulate the devolution of property on death was most urgently required by those classes, have in the first instance directed their attention to the preparation of a law of succession and inheritance, generally applicable to all classes, other than Hindoos and Mahomedans, both of which great portions of the population have laws of their own on this subject. The result is a proposed body of "rules of succession and inheritance." The leading points noticed in the report are the following:—

The distinction between the succession to moveable and immoveable property has not been preserved, since the English who have immoveable property in India generally look upon it merely as a temporary investment, and the Armenians and Parsces are not in the habit of making this distinction.

With regard to husband and wife, it is proposed that a man shall not by marriage acquire any interest in his wife's property during her life, but that she shall continue to enjoy it as if unmarried, and have power to dispose of it by will. If the husband dies intestate, his widow is to have the same rights in respect of all his property as she has in England in respect of his personality; but if he has no kindred, the whole property shall belong to her instead of a half going to the Crown. This provision will require the Crown's sanction. If the husband be the survivor he is to have like rights in her property. The commissioners believe that the English law of husband and wife as regards property would not be acceptable.

It is proposed to omit the rule of English law by which, in cases of total intestacy, anything which a child may have received from a father in his lifetime, by way of advancement, is deducted from his share of his father's estate. The rule, though grounded on equality, often fails in that object, and proves inconvenient. It encourages difficult investigations of account, and frequently interferes with the father's arrangements—evils which would be more felt in India.

Respecting the law of wills, the testamentary age in either sex is to be eighteen for all purposes, that being the age at which the courts of wards withdrew from the management of the estates of youthful landholders. As to the execution and revocation of wills, the English Wills Act is taken as a basis, it being already in force in the high courts of the three presidencies, except as to the wills of Hindoos and Mohomedans, but the provisions as to execution, which would be likely to cause frequent intestacy, are to be modified. The commissioners have aimed at giving effect to the plain meaning of the testator's words, without endeavouring to do or say for him what he has not done or said for himself. Accordingly the rule is discarded of satisfaction of a debt, or a portion, by a legacy, also the rule of ademption of a child's legacy by a portion. The commissioners have endeavoured so to frame the law in this respect, as to prevent the occasion from ever arising, which, in England, requires "a nice balancing of judgment, the exercise of a large discretion, the prosecution of a difficult inquiry, and the admission of parol evidence of the intentions of testators." Provisions are inserted for defining expressions denoting kindred and representation; and for giving the legacy absolutely to the first taker, where words are added which are words of limitation, and not of purchase. Interests created by will are not to extend beyond the lifetime of persons living at the testator's death and the minority of some person who shall be in existence at the expiration of that period, to whom, if he attain the age of eighteen, the thing bequeathed is to belong. A bequest to a person not born at the testator's death must comprise the testator's whole interest; and if a legatee has not come into existence at the time fixed for payment, the legacy is to have no effect. Directions to accumulate income are to be void. Provision is made against death-bed bequests to charitable uses by persons having near relatives. In conditions, the refined distinctions borrowed by the Court of Chancery from the ecclesiastical courts are to be omitted; the words are to be adhered to where the condition is not illegal; all bequests on illegal, immoral, or impossible conditions are to be void; what a testator can do by a limitation, he is to be allowed to do by a condition; a condition subsequent, valid if accompanied by a gift over, is to be valid without a gift over, and not be construed as *in terrorem*. It is not proposed that an executor shall be enabled to pay any creditor (whether himself or another) in preference to another creditor of equal degree. Funeral and death-bed expenses, and charges of probate and administration, are to be first paid, then labourers' and servants' wages; and to no other debt, whether under seal or otherwise, is a preference to be given.

As to domicile, a man is not to acquire one in India merely by residing there as a soldier of the Queen, or in discharge of the duties of a public office, or in the exercise of a profession or calling. Provision is made for the acquisition of an Indian domicile by persons desirous of one.

The rules are intended to apply generally to the immoveable property in India of persons not Hindoos or Mahomedans, and to the moveable property of all persons domiciled in India not Hindoos or Mahomedans. But one great object of the proposed code is ultimately to introduce one uniform system applicable to all classes.

The commissioners, following the example of the framers of the Penal Code, have, throughout their proposed code, made copious use of illustrations. The correctness of the decision in any of these illustrations is not to be questioned in the administration of the law. They are to be the law, showing itself by examples. The laws of England as they exist, are to be found, say the commissioners, partly in rules and principles, some of which are contained in statutes and some in books not stamped with any legislative or judicial authority, and partly in the reports of decisions by judicial tribunals. The illustra-

tions are the decisions of the Legislature itself in executing the law.

In order to prevent the law from being overlaid with an accumulating mass of comments and decisions, the enacted law ought, the commissioners think, at intervals of only a few years to be revised and so amended as to make it contain as completely as possible, in the form of definitions, of rules, or of illustrations, everything which may from time to time be deemed fit to be made a part of it.

MR. FERRAND, M.P. for Devonport, has introduced a bill into the House of Commons, proposing that where the death of a person resulting from a boiler explosion is caused by some other person's wrongful act, neglect, or default, an action for damages may be brought for the benefit of the wife, husband, parent, or child of the deceased, not only by the executor or administrator of the deceased, but by the guardian, or chairman of the board of guardians, for the district in which the accident occurred, or in which such wife, &c., may become chargeable, or by any next of kin of the deceased, or by any person as next friend.

THE CASES FOR BOTH APPELLANT AND RESPONDENT in the pending appeal of *Yelverton v. Yelverton* have been duly lodged. They do not substantially alter the character of the case on either side, and the evidence relied on, and contained in the supplements thereto, is very much the same as that laid before the jury in Dublin in the action for debt, in which Mr. Thelwall was plaintiff. In some details it is more favourable for the lady, but upon the whole it is less so, because neither she nor the major are competent to give evidence on oath, according to the Scotch law, in a marriage question in which they are principals; and the effect of the exclusion of her testimony deprives the evidence of much of its clearness, and deprives her of the benefit of the incredible story which told so well with the jury in Dublin. As these cases are now framed, the questions relating to the Irish marriage take a more definite shape than they did before the Irish jury, or even in the opinions of the Irish judges. For the major the Irish ceremony of marriage, as performed by the Rev. Father Mooney, is explicitly admitted, but he contends that that marriage ceremony, having been performed by a priest, is null, under the 19 Geo. 2, c. 13. He contends that the fact that he is a member of a well known Protestant family, and that he was "born and educated" a Protestant, throws upon the respondent the *onus* of proving that he was a Roman Catholic at the date of the marriage; she, on the other hand, contends that, as he seeks to set aside a solemn contract on the ground of his Protestantism, he must prove that Protestantism, on the principle that every litigant must prove the affirmative of the proposition on which he rests his case. This question of *onus* of proof does not seem to have been raised in the case in Ireland, but it is evidently of the utmost importance as regarding the Irish marriage. If she must prove his Roman Catholicism, she has obviously no case; and if he is bound to prove that he was a Protestant, he may find it difficult to give any distinctive evidence that he ever really "professed" any religion at all: and, as to the evidence that his father and mother, and most of the members of his family are, or have been, Protestants, it is replied on the lady's behalf that his "hereditary Protestantism" is no better than was that of Hume or Gibbon. The appellant's arguments regarding the Scotch marriage are chiefly directed to attacking the lady's character, as Lord Ardmillan did, and his acknowledgments of her as his wife, in Scotland and elsewhere, are said to have been a cloak or device to keep up respectable appearances; while, on the other hand, it is said for her, that of that being so there is no proof; and it is asserted that the effect of his conduct was, that they became by "habit and repute" married persons, that being the only reasonable hypothesis on which his conduct could be

explained. It is expected that the case will soon come on for hearing.

WE ARE INFORMED that Mr. John Rea, whose escapade before a committee of the House of Commons we noticed a fortnight ago, has instituted proceedings against the members of the Committee who ejected him, in which he claims the modest little sum of £200,000. We do not know whether the House will or not be disposed to treat this as a breach of privilege. Should it do so, and consign Mr. Rea to "little ease" for some time to come, the town of Belfast will not, we conceive, be greatly afflicted at the result; should it, however, be thought more consistent with the dignity of Parliament to let the law take its course, we shall be greatly surprised if a jury can be found in England to assess Mr. Rea's "injuries" at the sum of forty shillings.

AN ORDER IN COUNCIL has been issued, erecting Manchester into a third assize town for the county of Lancaster, and superseding the provisions made by the order of 7th April last, already noticed in our columns.

THE METROPOLITAN AND PROVINCIAL LAW ASSOCIATION have addressed a petition to the House of Commons, praying for certain reforms in the law of bankruptcy. Want of space compels us to defer the publication of this document, but we purpose to give a *verbatim* copy thereof in our next issue.

THE TRIAL of the case of *Attorney-General v. Laird (the steam-runs)* has been postponed till June 6, on the application of M. Bravay, the French gentleman who claims to be entitled thereto. This trial is to take place at the bar of the Court of Exchequer.

A NUMBER of the most influential of the Liverpool shipowners have given expression to their opinions with reference to the recent breaches of the Foreign Enlistment Act by the presentation of two memorials—one to Earl Russell, the other to the House of Commons—in which they urge the necessity of an amendment of the present law by making it more stringent.

AN INQUEST was on the 17th of May holden at the Middlesex County Lunatic Asylum, Colney Hatch, on the body of John Swiney Phillips, aged fifty-two, late confidential clerk and cashier in the firm of Rogerson & Ford, solicitors, of Lincoln's-inn-fields, an inmate of the asylum, who was killed by another patient, named Daniel Hobbs, formerly a cab-driver. The evidence went to show that both the deceased and his assailant had been about three weeks inmates of the asylum, and their malady being, in the opinion of Dr. Sheppard, the resident medical officer of the male division, of a similar type, they were placed together in the same ward among others, who, although at times violent, were not believed to be dangerous. On the day in question, between twelve and one o'clock, Hobbs was observed by one of the attendants to come out of one of the water-closets with a piece of iron gas-piping, which was known to be loose, and which he had torn from the wall, in his hand, and at one end of which was a heavy turn or joint. As he came along the ward, the deceased went towards Hobbs and took hold of the pipe; a struggle took place, and Hobbs, being the strongest, wrested away the pipe from deceased's grasp, and struck him a violent blow on the head with the end having the joint. This was all done before the attendant could reach them, and the deceased fell against the wall stunned by the blow. He was assisted to rise, and then walked with the attendant to a padded room, where he was placed in one bed, and Hobbs in another, on account of their violence. He died at a quarter to eleven the same night. A *post mortem* examination disclosed the fact that the blow deceased had received had fractured his skull and caused extravasation of blood on the brain, of which he had died. The witnesses were cross-examined by Mr. Ford, a member of the firm in whose service the deceased had been, and who watched the

proceedings on behalf of his relatives, with a view to show that there was not due caution used with respect to the patients in such an institution. The jury found "That the deceased, John Swiney Phillips, died from the effects of a blow on the head inflicted by Daniel Hobbs, the latter being at the time in an excited state of maniacal insanity." They wished the following remarks to be appended to their verdict:—"The jury empanelled at the Colney Hatch Lunatic Asylum on the 10th and 17th of May on the body of John Swiney Phillips, and having returned a verdict to the effect that the deceased came to his death by a blow from Daniel Hobbs, are desirous of calling the attention of the visiting justices to the necessity of issuing directions to the attendant to send for the medical superintendent whenever an accident, however slight, occurs to the patients. The jury is also of opinion that the gas pipes throughout the establishment at Colney-Hatch should be rendered more secure by covering, so as to prevent the recurrence of attacks by this means of one patient on another." Mr. Ford said that he thought the jury should have censured the medical officer for placing a man who was certified to be a raving madman in the same ward as poor and harmless imbeciles like the deceased, and was proceeding to argue, on the authority of decided cases, that Hobbs ought to be put on his trial on a charge of wilful murder, when he was stopped by the coroner, who said, the jury having come to a conclusion, he could not further enter into the matter. The proceedings then terminated.

THE LAW OF DEBTOR AND CREDITOR.

The Lord Chancellor, in the characteristic speech with which he last week presented his bill for the amendment of the law of debtor and creditor, took occasion to refer to a practice of which it would not be easy to exaggerate either the prevalence or the evils. We allude to the plan adopted by travelling packmen, of calling at the houses of working men during their absence at work, and leaving goods of various kinds, principally articles of female dress, at the house, sometimes with the authority of the wives, daughters, or other persons in charge, sometimes with a mere passive assent on their part. These goods are frequently kept by the husband (who naturally disclaims all liability in the matter) till the next visit of the packman, and then offered to be returned, an offer however which is usually refused on one excuse or other, but they are generally made up sooner or later into clothing for the females of the household, who think it "a pity to let it go to loss." Thereupon the vendor brings his action in the county court, and invariably recovers whatever price he may choose to charge for the goods, and his costs.

The Lord Chancellor fortified his position on this point by the authority of two of the county court judges, who describe in very just terms the hardship which this practice entails on the industrious poor: a third of the fraternity, however, writing from the metropolis, speaks of his lordship's statement as "a very grave error," and does not hesitate to assert that his learned brethren have erred through ignorance of the law. He says,—

The real fault in these cases is not in the law, but simply in the administrators of the law; and the cases, therefore, furnish no ground whatever for legislative interference. A quiet bias to the two unlearned judges to be more circumspect in their future judgments, and to glance over "*Chitty on Contracts*," or "*Storey on Agency*," before they next deal with a batch of tally cases is all that is required to remedy the evil which has shocked the Lord Chancellor so much. Indeed, I should not have thought it necessary to draw public attention to this matter at all had it not been that the erroneous views of Messrs. Bagshaw and Owens have been brought prominently forward, and, as it were, endorsed by the Chancellor himself. It is this which lends them importance and makes them mischievous.

It seems to us, however, that in making this statement the "Metropolitan County Court Judge" is either

utterly ignorant of the true nature of the facts of which Mr. Bagshaw and Mr. Owens complain, or entirely unfit to deal with the question at issue.

As the law now stands it is undeniable that if a man permits his wife or daughter (such daughter being a minor and an inmate of his house,) to make up and wear articles of clothing which have been left at his house in his absence, with or without her consent, he thereby becomes liable to pay for the goods; nay more, that for ordinary articles of wearing apparel suited to her station in life the wife has an implied authority to pledge her husband's credit; and that she, and not either the vendor or the judge, is the arbiter of whether or not she "really wants" them at the time.

We remember one occasion at the county court at Camberwell when Mr. Pitt Taylor (whom we presume even his metropolitan brother will not venture to accuse of ignorance of the law,) disposed of about eighty cases of this nature: the defences were various in detail, but they all resolved themselves into this—that the goods had been left at the house during the absence of the master, in some cases with and in some without the consent of the wife: of all the defendants but one succeeded, and he had kept the stuff (a green gown) in the piece ever since it had been delivered, and now produced it in court, and handed it back to the plaintiff then and there; yet even in this case the judge ordered the defendant to pay the costs: on the ground apparently that he ought to have taken the goods back to the vendor's shop when he found that they had been left at his house. One man in particular, who was ordered to pay for a shawl, said that when he came home he found it lying on a chair where it had been left by the pedlar, and that he had thrown it into the street.

Surely it is a gross hardship on people whose time is their all, if they are to be harassed by the necessity of returning goods thus forced upon them; it is a cruel temptation to women in that class of life to have such things thrust upon them with the assurance that "they can take their own time for paying," and a still more cruel trial to their husbands and fathers to find that they must *couste qui couste* take instant steps to repudiate the contract on pain of being considered to have confirmed it; but, hard and cruel as all this is, we believe that every lawyer who knows the circumstances will agree with the Lord Chancellor and the two country judges, the "metropolitan county court judge" to the contrary notwithstanding, that "such is the nature of the cases which result from this state of the law."

THE LAND ACTS OF 1862.

The discussion which took place a few weeks since in the House of Lords, has turned public attention once more to these Acts, and we find an amount of interest lately displayed in reference to them, much greater than has been shown at any time since they were new and fresh.

Upon all sides, and from all parts of the country, we are addressed by gentlemen who desire to know, some of them the requirements of the office, some of them the nature and extent of the risk of publicity which must be undergone, and many, very many more, the probable cost of an application for registration under Lord Westbury's Act.

To the former classes of applicants we cannot reply better than by referring them to the numerous treatises upon the subject which have appeared in the last two years (one of which, and that perhaps one of the most generally available for the purposes of the country inquirer, was published at the office of this Journal); but to that momentous question of cost, it is not easy to give so ready a reply.

The "Now Happy Landowner," who writes to the *Times*, gives us the benefit of his experience in the following terms:—"Wanting money, and having a valuable landed estate with a complicated title, I mortgaged

it for £3,500. The law costs exceeded £500. I made a second mortgage, and had to incur again frightful costs. I determined to register my title, subject to the mortgages, and obtained a certificate of an indefeasible title at a total cost of £50. With this certificate in my hand, and wishing to consolidate my mortgages, I borrowed £4,000. The legal expenses of this last mortgage do not exceed £5."

Upon this another correspondent raises the following point:—"If it be true that 'A Now Happy Landowner' paid £500 for the costs of a mortgage of his estate for £3,500 it is obvious that the explanation of his having afterwards obtained a certificate of an indefeasible title at a total cost of £50, lies in the fact that he had previously spent £500, or at least a very large sum, in clearing his title. If he had gone to the Land Registry Office before he made his mortgage, would he have registered his title for £50?" The rejoinder of the landowner volunteering to publish his bill of costs does not advance the question much: no one, we presume, doubted the truth of the landowner's statement; only the result deducible therefrom. We cannot expect that a title which, in private hands, cost so much to clear, would have been successfully passed through the hands of officials for a smaller sum. The same abstract must be prepared, the same requisitions made, but with this addition, that the abstract must be verified by affidavit, and any question arising during the investigation of the title must be first argued at considerable cost before the registrar, and then perhaps referred to one of the judges of the Court of Chancery to be argued over again. Besides all the usual and ordinary expenses of investigating the title, the landowner seeking to register must pay the costs of surveys, advertisements, and notices, and the fees of the office: which last, however, are not excessive in their amount. On the one hand therefore it is possible that in the case of a large estate with a very short and simple title the extra expense necessary to effect registration will be insignificant, and be more than covered by the increased value of the land in the market, and on the other hand, where the title is long and complicated, and the estate small, the cost may, and probably will, bear a very large proportion to the entire value of the estate. This inconvenience is no doubt incident to all modes of dealing with land, so that the extra cost of registering will be greater according as the complication of the title increases the entire costs of conveyancing; so that, in fact, the additions to be anticipated when the bill would at any rate be heavy, are great; but where the title can be cheaply dealt with without the aid of the Act, the additional cost would be but small. In every case however we are persuaded that on the first transaction there would be a considerable addition.

But a landowner intending to register must consider gravely a question of even more importance than that of cost: the question, namely, whether there is any person interested in the property to be placed on the register who could, with any colour of right, oppose the registration. It was asserted, some short time ago, that "anyone who would seek to register his title without its having been previously investigated by his own conveyancer must be mad indeed;" and, really, it would seem better not to take the first step towards registration, unless the title be in such a state as precludes all opposition to its being made indefeasible—i.e., unless it be manifestly indefeasible already. No one in his senses would be so rash as to stir up a question which might end in depriving him of his property, and if the only alternative is to be the expense of a preliminary investigation, this must be considered as so much necessary extra expense, as the Land Registry Office will not consent to adopt *ex officio* the results of a previous private inquiry. On the other hand, the investigation of a title with a view to registration would, of course, bring together all, or nearly all, the documentary proofs which the officials are likely to require, and to that

extent it would lessen the future costs to be incurred in the office.

The Act, however, contains (section 25) provisions for registration without an indefeasible title. The probable history of this section will be found in the preface of the treatise already referred to,* together with the author's reasons for considering it idle, reasons in which we heartily concur. If the title be manifestly indefeasible, it would be better at once to get it registered as such; if not, then to register it without an indefeasible title is simply to give public notice to all whom it may concern that the Statute of Limitations is running against them. We cannot but think that it would be more prudent in the latter case to wait till that statute had run its course, and then to register, as might be done, indefeasibly.

Our readers will be inclined to ask, is it a benefit to the landowner to have his land registered with an indefeasible title? Does it repay the extra expense and risk? Of what service will it be in future dealings with the land? To these questions we would reply—1st. It is an undeniable benefit to the landowner in all those cases, now so numerous, in which it is proposed to sell in lots; because all the expense of a multiplicity of future investigations will thereby be saved, and because, after the first cost has been incurred, the expense of further dealings with the land may be expected to be very limited, and because the delay, which is so often complained of worse than the expense itself, will be effectually avoided. Another advantage which may be expected to accrue to the purchaser (not the owner who registers) of registered land is that he can compute before-hand, and make proper allowance for, the costs of the purchase. For although the costs of registration are necessarily fluctuating and indefinite as all costs of conveyancing now are, that will not, or ought not to, be the case when once the land has been put upon the register and the certificate issued. We do not indeed anticipate the advent of that "Paradise of Fools" when every landowner is to be his own solicitor and conveyancer, but there can be no difficulty as to registered land, in settling an intelligible scale of charges. An *ad valorem* scale has been suggested, and although it is clear that such a scale could not now be made properly applicable, we are inclined to believe that after registration such a scale would probably be the most suitable and equitable mode of payment, both because the value of the care and trouble bestowed on the business could not be otherwise more adequately assessed, and because the client could reduce his estimate of the charges he might make himself liable for to a simple rule-of-three sum. But, 2ndly, the settlement of this question does not merely concern future purchasers, indirectly it affects the whole working of the Act. For the enhancement of the value of the land to be anticipated from registration, which is the only inducement to incurring the necessary expense and risk of that process, depends entirely on the increased facilities for transfer to be thence anticipated; and these facilities in their turn depend mainly on the expected diminution in conveyancing costs; whence the necessity becomes more urgent for a scale of charges whereby to estimate the probable expense of work done by solicitors under the Acts. At present the solicitor is between two fires, he is called "hard names" by the Lord Chancellor for putting obstacles in the way of the registration scheme, while he waits longingly for the promised scale of charges which is to stop his opposition: on the other hand his client waits—before using the Act—to know the estimated cost of registration: a question which he is utterly unable to answer except by pointing to the "Now Happy Landowner," who shows what he has done, not indeed for £50, but for £550. We do not wish to be understood as finding fault with the registration scheme, though we have from time to time felt bound to point out what seemed to us to be grave difficulties in the

way of its working; but we do most earnestly desire to be relieved ourselves, and to be enabled to relieve our correspondents and the public, from the uncertainty as to expense, which at present stands so much in the way of the success of the measure: while to those who have shown impatience at the apparent failure of the Act (and that, financially, the Act has hitherto been a failure is beyond dispute,) we would venture to observe that the feeling which dictated to our legislators of old the celebrated "*Nolumus leges, &c.*," is strong to this day in the descendants and successors in title of those famous earls and barons, and that it is unreasonable to expect in a few months to reconcile to a new system a class proverbially tenacious, more particularly when you require them summarily to abandon that which has already successfully stood the test of centuries.

EQUITY.

TRADE MARKS.

The Leather Cloth Company (Limited) v. The American Leather Cloth Company (Limited), L. C., 12 W. R. 289; *Hall v. Barrons*, L. C., 12 W. R. 322.

Originally the jurisdiction of the Court of Chancery in matters affecting the use of trade marks was made to rest on the same grounds as those on which the courts of law proceeded in similar cases; consequently, wherever there was a right of action in the courts at Westminster for the piracy of a trade mark, there was another preventive or protective remedy in the courts of equity, by way of injunction.

The mode in which the common law exercised its jurisdiction in these cases was in the nature of an action for deceit; and it is thus described in very early times:—"Where a clothier in Gloucestershire sold very good cloth, so that in London, if they saw any cloth of his mark, they would buy it without searching thereof; and another who made ill-cloth, put the Gloucestershire mark upon it, and an action was brought by him who bought the cloth, for this deceit, it was adjudged maintainable."—33 Eliz., cited by Dodderidge, J., Cro. Jac. 471.

The only question therefore was, whether there had been any fraud on the part of the defendant, accompanied by damage to the plaintiff, and, on proof thereof, the plaintiff had the two-fold remedy—of injunction in equity and damages at common law. The courts of law indeed did not confine their remedy to the manufacturer whose trade mark had been pirated, but, as will be seen from the case above cited, extended it also to the purchaser, who had been imposed upon.

Fraud, therefore, was the hinge upon which the whole question turned; and fraud was defined to be not necessarily the evil of the man who does it, but the deceit practised on, and injury done to, the plaintiff. We say, "and injury" because fraud on the public afforded no ground for redress in equity, except in those cases in which an information, at the instance of the Attorney-General, would be sustainable.

In order to prove such fraud as would entitle the plaintiff to relief in equity, it was laid down in *Croft v. Day*, 7 Beav. 84, that there must be such a general resemblance, by one man, of the trade mark of another, as to mislead the public; and, secondly, a sufficient distinctive individuality must be preserved, so as to procure for the wrongdoer himself the benefit of the deception which the general resemblance is calculated to produce.

The above observations do not at all apply to the remedy given by the 25 & 26 Vict. c. 88, s. 19, which enacts that articles sold with trade marks shall be deemed to be made with a warranty by the vendor with the vendee that such trade marks are genuine; nor to the question, what cases of fraudulent misrepresentation are punishable as misdemeanours at common law.

The jurisdiction of the Court of Chancery to interfere by injunction was originally assumed, in the words of

* Miller's Landed Estates Act, 1862.

Lord Campbell in the case of *The Emperor of Austria v. Day*, 9 W. R. 712, "for the purpose of protecting property from that which, if completed, would give a right of action," but it has been gradually extended to all cases in which, "upon the principles of universal justice, the interference of the judicial power is necessary to prevent a wrong, and the positive law is silent" (Red. Pl. 156); and to this has been added, in late times, a direction that a defendant who has knowingly invaded another's rights should account for the profits he has wrongfully gained, by way of compensation to the plaintiff in respect of the past use of his property by the defendant, after knowledge of the prior right (*Edelsten v. Edelsten*, 11 W. R. 328).

As the use of trade marks became more general, and the jurisdiction of the Court more firmly established, it became apparent that the principle that fraud was the gist of the whole question, was too narrow a ground on which to rest, and, accordingly, in the case of *Millington v. Fox*, 3 My. & Cr. 338, it was held that an injunction would lie against a person who innocently infringed a trade mark; and, again, in the case of *Dixon v. Faneus*, 9 W. R. 414, it was held that there was a good cause of action against the defendant, who had ordered the plaintiff to infringe a trade mark of which the plaintiff had no notice; the grounds given for the decision being, that such want of notice would not constitute any ground of defence in equity to a bill to restrain the use of the trade mark. During all this time, however, the courts persistently refused to allow that there was any property in a trade mark. In *Perry v. Truefit*, 6 Beav. 66, Lord Langdale distinctly said, "I own it does not seem to me that a man can acquire a property merely in a name or mark;" and Vice-Chancellor Wood, in *Parina v. Silverlock*, 3 W. R. 533, endorsed Lord Hardwicke's dictum in *Blanchard v. Hill*, 2 Atk. 584, that there is no copyright, no particular right in one party to use one particular mark, more than there is in another person; and, in the last-mentioned case, which came on appeal before the Lord Chancellor, and is reported in 4 W. R. 731, Lord Cranworth laid down the law to be, that a right of this nature is not properly described as a copyright, because it is no right at all, unless it is a right which can be said to exist only, and be tested only, by its violation.

Although, however, the courts would not directly recognise any property in trade marks, in some of the later cases they appear to have dealt with them as though they were property—*ex. gr.*, in *Bury v. Bedford*, 11 W. R. 973, where it was held that the assignee of a trade mark may assign to another the mark in common with himself, or assign the exclusive use of it, covenanting that he would not use it himself; and, at a different stage of the same cause, the Master of the Rolls held that he could not assign it twice (and see *s.c.*, 12 W. R. 726). But this view of the jurisdiction of the Court of Chancery in cases of trade marks has been materially altered by the Lord Chancellor's judgment in the cases named at the head of this paper, and it is not too much to predict that those cases must be henceforth deemed to be the leading cases on the subject. The Lord Chancellor, after noticing the uncertainty of the law on this subject, and after reviewing most of the cases above alluded to, lays down in distinct terms that the jurisdiction of the Court of Chancery in trade marks does not rest on fraud, as at common law, but on *property*. He is perfectly conscious that he thereby overrules the dicta, almost unanimous, of former judges, including the Vice-Chancellor (Wood), whose decision was then under appeal—*viz.*, "that these cases turn, not upon questions of property, but upon this—whether the act of the defendant was such as to hold out his goods as the goods of the plaintiff;" and he rests his opinion on the following grounds:—"But, with great respect to the learned Vice-Chancellor, that is hardly an accurate statement; for the goods of one man may be sold as the goods of another, without giving that person a right of action, unless he sustains, or is likely to sus-

tain, any pecuniary loss or damage;" and, in support of this proposition, he cites the case of *Clarke v. Freeman*, 11 Beav. 112, where the plaintiff could not prove that he had sustained any pecuniary loss or damage from the defendant's selling a quack medicine under the name of Sir J. Clarke's consumption pills; "and, secondly, it is not requisite, for the exercise of the jurisdiction, that there should be any fraud or imposition practised by the defendant at all;" and, in support of this, he cites the cases of *Millington v. Fox* (*ubi sup.*), and *Welsh v. Knott*, 4 K. & J. 747, 751. He then proceeds,—"In the language of Lord Thurlow, in *Webster v. Webster*, 3 Swanst. 490 n., fraud upon the public is no ground for coming into this court. It is true, indeed, that unless the mark used by the defendant be applied by him to the same kind of goods as the goods of the plaintiff, and be in itself such that it may be and is mistaken in the market for the trade mark of the plaintiff, this Court will not interfere, because this is no invasion of the plaintiff's right, and this imposition on the public becomes the test of the property in that trade mark having been invaded and injured, and not the ground upon which the Court rests its jurisdiction." The Lord Chancellor then sums up his arguments in the following words:—"If the plaintiff has an exclusive right to use any particular mark or symbol, it becomes his property for the purposes of such application, and the act of the defendant is a violation of such right of property, corresponding with the piracy of a copyright or the infringement of a patent. I cannot therefore assent to the dictum that there is no property in a trade mark. It is correct to say that there is no exclusive ownership of the symbols which constitute a trade mark apart from the use or application of them; but the word trade mark is the designation of marks or symbols when applied to a vendible commodity, and the exclusive right to make such uses or application is rightly called property."

The infringement of a right to a trade mark, therefore, being an invasion of property, the same rules apply in constituting a title to relief in them, as in the case of a violation of any other right of property—*viz.*, the plaintiff must first prove his title; secondly, the invasion of his property in the trade mark by the defendant so as to injure the plaintiff's trade. The Lord Chancellor, however, refused to apply this principle to the case before him, relying on the fundamental rule, that courts of equity will not interfere "unless the plaintiff comes into court with clean hands;" which, in the case of trade marks, he construed to mean that if in the plaintiff's mark there appeared any material false-statement, the Court of Chancery will not treat him as having acquired real property in the trade mark in question, at least any such property as (to use the Lord Chancellor's words) "would give him the right to the exclusive use of it," and that, therefore, there cannot be in fact any invasion of property against which to protect him.

The question, what is such a material false statement as will deprive the plaintiff of any relief in equity, is well illustrated by the case before us, and by *Perry v. Truefit*, (*ubi sup.*), but it is not peculiar to the subject of trade marks, but pervades every branch of the jurisdiction of courts of equity, and therefore need not be here discussed.

We may therefore define property in a trade mark to be "the right to the exclusive use of some mark, name, or symbol, in connection with a particular manufacture," whence it follows that the use of the same mark in connection with a different article is not an infringement of such right of property.

In the other case, of *Hall v. Barrons*, the Lord Chancellor recognises the same principles respecting the law on this subject.

These cases put the entire doctrine of courts of chancery in relation to trade marks on a totally new ground. We perceive that in one of them (the case between the two leather cloth companies) there has been an appeal to the House of Lords, and, should the judgment we have been considering be affirmed, and we trust that the principles therein contained may be supported, whatever view

their Lordships may arrive at upon the facts, it will, in our judgment, become the bounden duty of every practitioner or student of law carefully to master the lucid and comprehensive judgments of the Lord Chancellor in these cases, if he desire to understand the principles which underlie the action of the Court of Chancery in cases of this nature.

COURTS.

COURT OF QUEEN'S BENCH.

(Sittings at Nisi Prius, before Mr. Justice CROMPTON and a Common Jury.)

May 14.—*Jones and others v. Parry. The Great Eastern.*—This case involved the history of the monster steam vessel, the *Great Eastern*. It was an issue directed to try whether the mortgagees of this ship, or an execution creditor of the Great Ship Company (Limited), her owners, were entitled to the furniture, fittings, and stores on board. The enormous size of this vessel of course required for its building and completion a very large amount of capital, and more, it was found, than private enterprise could afford. Hence, in October, 1858, The Great Ship Company (Limited) was formed "for the purchasing, fitting out, and equipping the steam ship called the *Great Eastern*, and the purchasing, or building, fitting out, and equipping, any other steam or sailing ships, the conveyance of passengers and goods in such ships, and the letting out to hire or charter of such ships, or any parts of them." The *Great Eastern* alone, however, more than exhausted the resources of the company. She is nearly 680ft. long from stem to stern, 82ft. broad, and 31ft. deep. Her burden is 13,343 tons; she has five decks and six masts and eight engines (four paddle and four screw), together of 2,600 horse power, and all her fittings and stores on a like scale. Not long after she was built, however, her difficulties began, and money had to be raised upon mortgage debentures; and in December, 1862, a mortgage to the plaintiffs for the sum of £10,000 was effected. This mortgage was duly registered. There was also a conveyance, which purported to vest in the mortgagees the ship and all coals, stores, and provisions of all kinds, and all furniture, plate, linen, and bedding which there were, or thereafter might be, placed on board the ship for £10,000. It should be mentioned, by way of explanation, that this deed had been prepared in accordance with a decision of the House of Lords, with a view to secure to the mortgagees the stores, &c., subsequently brought into the vessel. The mortgage, on the other hand, registered under the provisions of the Act, purported to be a mortgage of the ship, "with her boats, guns, ammunition, small arms, and appurtenances." The main question was, what passed under these latter words? There was a subsequent mortgage of the ship, in the same terms, to Mr. Parry, for £5,000; but he afterwards recovered a judgment against the company for that amount, and on the 30th of September, 1863, the sheriff, under a writ issued upon that judgment, seized the ship's stores and fittings, upon which notice was at once given to the sheriff by the mortgagees, and they at once entered into possession of the ship, the captain, by direction of the company, holding possession for them. Hence arose the present question as to the stores, furniture, and fittings on board the ship. There had been an "interpleader order" between the claimants as plaintiff, and the execution creditor as defendant, and this question now came on to be tried.

Mr. Brett, Q.C., and Mr. James C. Mathew, were for the plaintiffs, or claimants, the mortgagees; Mr. Lush, Q.C., Mr. Watkin Williams, Mr. Coventry, and Mr. T. R. Bennett, were for the defendant, the execution creditor; Mr. L. Temple represented the sheriff of Lancashire, who had seized the ship at Liverpool.

On the case being called on, the leading counsel on both sides being out of court, an application was made for a brief delay to send for them.

The learned JUDGE said, however, that the case was nevertheless in very good hands, and it must proceed. It would probably turn into a question of law.

Mr. J. C. Mathew accordingly stated the case on the part of the plaintiffs, the claimants, whereupon

The learned JUDGE observed that it appeared that the case would turn into a question of law—for a special case.

Mr. J. C. Mathew said that seemed to him to be so.

Mr. Watkin Williams said that he disputed the legality of the mortgage as being beyond the powers of the directors, and

also its operation; and he further contended that if it had the effect ascribed to it, it ought to have been registered under the Bills of Sale Act.

The learned JUDGE said it seemed to him that the points really were points of law, and that any incidental questions of fact could easily be settled by an arbitrator, and that then a special case could be stated by him to raise the points of law.

The learned counsel on both sides said they saw the advantage and convenience of that course.

The plaintiff, indeed, expressed his dissent, on the ground that it would prolong litigation; but

The learned JUDGE pointed out to him that this was an entire mistake, for he must not flatter himself that the result of this day's trial could end the case. Points of law would arise and be reserved, and it would come to much the same thing in the end; and the course suggested was always the most convenient when the facts were either agreed upon or easily ascertainable out of court.

In the result this course was consented to on both sides and adopted.

Mr. Justice CROMPTON observing that beyond all doubt that was the best course. Personally, he should rather have tried this case than any other, as it was one of great interest, but for the sake of the parties it was best that the case should be disposed of by the Court upon special case.

(Sittings at Nisi Prius, before Mr. Justice CROMPTON and a Special Jury.)

May 16.—*Innocent v. Peto and Another.*—This was one of that numerous and increasing class of cases in which men employed in some work have sustained injuries by the negligence of others engaged in the same service or employment. The action was by a corn-meter of the city of London against Sir Morton Peto and Mr. Brassey, the eminent contractors, to recover compensation for an injury sustained by him while he was engaged in "meting" a cargo of corn which was being raised out of a vessel in their docks. The plaintiff, who was one of the admitted corn-meters of the city of London, who, as such, have the privilege of discharging cargoes of corn in the city, was employed on the occasion in question to discharge the cargo of a vessel called the *Speranza*, at the Victoria Docks. The work, it appeared, is done by gangs of men, each consisting of three or four, the leading man, who takes the job, being called the "ganger," and dividing among the others the money he receives. The corn is raised out of the hold by a winch, worked by one man of the gang, while others attach the sack to the rope, steady it as it goes up, and so forth. The sack is attached to the rope or chain by gathering up the ends of the sack mouth and thrusting them through a turn of the chain or an iron catch or other similar holdfast, this closes with the weight and holds the sack firmly till set down on the deck when it falls open of itself. This catch is technically called a "snorter." It is manifest that the safety of the process entirely depends upon the firmness of the grip of the "snorter" and that if there is any slipping motion the hold will come undone. The meter stands below during the process of raising, and, of course, more or less under the sack which is being raised. On the occasion in question about 400 sacks had been raised in safety; at last, however, an unlucky sack was being raised, the ends of which had not been securely caught by the snorter, part being left out, and not laid hold of. One of the men observed it, and said it was not safe, but no one noticed him. The sack struck against the side of the hatchway, got detached, and fell down upon the plaintiff, the corn-meter, inflicting upon him a serious, though happily not permanent, injury. The question was, whether, under these circumstances, he was entitled to recover against the defendants, who, it was admitted, were lessees and managers of the docks. There were, it will be seen, two distinct points raised—first, whether the men whose negligence caused the accident were in the defendant's employ, and next, whether the plaintiff was not in a "common" employment, so as to be within the rule of law, which precludes recovery. It appeared that the men were employed by a man with whom the defendants contracted for the discharge of all their cargoes of corn, paying him 1½d. per quarter, with 3s. per hundred sacks for assisting the corn-meter. He employed his own men, engaging whom he pleased, to do the work; and, while he was paid by the defendants, they were paid by the owner or master of the ship. Owing to the great number of men employed in the various extensive establishments of the firm of Sir Morton Peto, there had been many similar actions against him. Two of these cases, *Woodward v. Peto*, and *Fletcher v. Peto*, exactly similar to the present, and arising at the same docks, were

handed up to the learned judge on this occasion, and, in accordance therewith, the plaintiff was nonsuited.

Mr. Serjt. Tindal Atkinson and Mr. Gibbons, appeared for the plaintiff; Mr. Bovill, Q.C., and Mr. Watkin Williams, were for the defendants.

The learned JUDGE observed that he thought, upon the law, as it was now well settled on this point, the plaintiff was out of court. One was always sorry for cases of this class, and often struck with their apparent hardship. But then the rule of law under which the employer is liable for the negligence of those whom he employs, without any personal negligence on his own part, was, itself, perhaps, rather a hard one; and though the rule of law qualifying it might be sometimes hard, it was not harder, and was equally clear. If it were not so, there would be endless confusion of liabilities and manifest injustice, for one man has no right or power to interfere with another man's workmen; and it would be obviously unjust to hold him liable for the negligence of men whom he did not employ and could not dismiss.

COURT OF COMMON PLEAS.

(Sittings at Guildhall, after Term, before Mr. Justice WILLIAMS and a Common Jury.)

May 16.—*Fish v. Kelly*.—This was an action against an attorney for negligence.

Mr. J. J. Powell, Q.C., and Mr. Morgan Lloyd, appeared for the plaintiff, and Mr. Serjt. Ballantine and Mr. Gadsden for the defendant.

It appeared that the trustees of Messrs. Day & Martin's business had entered into an agreement with the plaintiff and two other workmen as mixers, to pay them a salary of £2 a-week for ten years, and a further sum of £1 per week each, which was to be retained as caution money, that they would not divulge the secret of the manufacture. This money and interest was to be paid over to the two others on their leaving the employment, which they might do on giving two months' notice; but in the case of the plaintiff, it was made payable only to his executors after his death. For some reason these men got dissatisfied, and wanted their caution-money, and in March, 1863, the defendant called at the establishment on the business of the firm, for which he was the attorney, and the men then spoke to him and said they wanted their caution-money. He told them they could only get it on giving notice to leave, according to their agreements, but they had better consider before they took such a step. The men all, however, acted upon this advice, and gave notices to leave. The plaintiff then found that his caution money was only payable to his executors, and brought the present action against the defendant for giving unskilful and negligent advice.

His LORDSHIP was of opinion that the action would not lie, as the rights of the attorney and the plaintiff must be correlative, and the defendant could not recover any costs for the advice so given. The plaintiff must, therefore, be non-suited, but he would give leave to move to enter a verdict for the plaintiff for such damages as the Court might think fit if he were wrong in his judgment.

Verdict accordingly.

CLERKENWELL POLICE COURT.

(Before Mr. D'EYN COURT.)

May 14.—James Grayson, solicitor, Great Ormond-street, Queen's-square, appeared on a summons charging him with wilfully breaking a gas chandelier, the property of Mrs. Catherine Garratt, at 34, Queen's-square.

Mr. Montagu Williams appeared for the prosecution, and stated that the defendant had been engaged by a Mrs. Steel, the daughter of the complainant, to conduct a suit for her against her husband in the Divorce Court. During that period he had borrowed a large sum from Mrs. Steel, none of which he had since repaid. Owing to the defendant getting into difficulty he had to sell his furniture, some of which was purchased by the complainant and her daughter, Mrs. Steel. Mrs. Steel had afterwards changed her attorney, whereupon the defendant went to the house and broke the articles in question. This case had been many times before the court, and the defendant had had plenty of time to settle it.

Mrs. Steel was called, and gave evidence to the above effect. Cross-examined.—The defendant has repaired a portion of the chandelier, but the vases have not been repaired, and the glasses are still broken. I still say I have lent him money. The defendant, in an excited state.—Give me dates. You an do it, and by God I will have them.

The witness did not answer, and, as the defendant continued to speak in a very loud tone, he was called to order.

Other evidence having been given as to the ownership of the property and as to the amount of wilful damage,

The defendant said this case had been got up against him to injure his future prospects in life. He had repaired all the damage he had done, and there the matter should have ended.

Mr. D'EYN COURT said there could not be the slightest doubt that the defendant had been very violent, and had done the complainant all the injury he could.

The defendant here became much excited, and accused Mrs. Steel of perjury.

Mr. D'EYN COURT said it was very indecorous of the defendant to interrupt him while he was giving his judgment. He had had a long time given him to repair the damage, and yet he had failed to do so, and had treated the Court with disrespect. He was not quite certain that he ought not to send the defendant to the House of Correction without giving him the option of paying a fine. He should order him to pay a fine of £5 and 10s. for damage, or in default to be imprisoned and kept to hard labour in the House of Correction for one calendar month.

The prisoner, who said he had not got any money, was then removed to the cells.

George Grayson, aged 18, the son of the defendant in the preceding case, was next charged with wilfully damaging a door, a looking-glass of the value of £7, some pictures, and other articles, the property of Mrs. Steel.

Mr. M. Williams briefly stated the facts, and, having called evidence to connect the defendant with the damage,

Mr. D'EYN COURT remanded the prisoner for a week, and said it was a case he should have to send to the Middlesex Sessions for trial.

SOUTHWARK POLICE COURT.

(Before Mr. WOOLRYCH.)

May 12.—Thomas Shard, late secretary to the Sons of Albion Benefit Society, held at the Fountain public-house, Dockhead, appeared on an adjourned summons to show cause why the society neglected and refused to pay £2 15s. to Jane Hill, the widow of a free member, being the remainder of funeral money due to her on the death of her husband.

It appeared that the latter had been a member of the society for about eight years, having paid all dues up to the time of his death, in March last. The complainant applied for the funeral money to the trustees, and, instead of receiving £10, she was only paid £7 5s., being all the money they had. She repeatedly applied for the balance, and not being able to obtain it, she took the present proceedings a fortnight ago. Mr. Woolrych, after hearing the case, directed some inquiries to be made about the management of the society, and adjourned it for a fortnight.

The magistrate now asked the defendant how it was that the society had not paid the prosecutrix her husband's funeral money after receiving his contributions for eight years.

The defendant did not know anything about that. He had only been secretary six months. Mr. Mesher was secretary before him for six years and a half. The stewards received the contributions of the members, and they were changed monthly. It was their duty to enter the sums in a book, and pay it to the landlord of the tavern, who was the treasurer for the time being. The payment of each member was two shillings monthly and when they had forty the society was in a flourishing condition. The old members, however, had died off, and now they had only twenty, and, as they could not get any young members to join them, the funds soon got exhausted. At the time the complainant applied, there were two other widows, and the members divided all the money they had between them, giving them £7 5s. each. They had not sent any account of their insolvency to the registrar. The society had been enrolled by the Registrar of Friendly Societies about eight months. Had never sent in a balance-sheet. Did not know that there was any occasion to do so. Had then less than twenty members, and that did not half pay those who were sick.

Mr. WOOLRYCH.—It is monstrous for a society to go on receiving money from poor people when the officers must have known that it was hopelessly insolvent. You ought to have wound it up long ago instead of receiving money, thereby giving the members, who appear to be poor ignorant men, an idea that their widows would receive the benefits of their subscriptions. It is a sad affair for this poor widow; but, after investigating all the circumstances, I am satisfied there has been no malversation of the funds. The society has died a natural death. When the case first came before me, I thought it had been enrolled seven years, which induced me to look carefully into the matter. Such was not the case; therefore, under all

the circumstances, I cannot further help the widow, who has, however, been fortunate enough to have received £7 5s. out of the £10. I am afraid that there are many other poor men's societies in a worse state of insolvency.

WORSHIP STREET POLICE COURT.

(Before Mr. LEIGH.)

May 18.—Mr. William Jones, of Gloucester-street, Hoxton, secretary to the Sons of Britannia Birmingham Friendly Society, was summoned to show cause why he unlawfully refused to receive the sum of 4s. 8d. from an elderly man named Thomas Gross, that being the amount of two months' contribution to the society, of which he had long been a member.

The case of the complainant, by trade a silkweaver, was that he had been a member of the society ever since its foundation, about five or six years ago, and had regularly paid his contributions until he had the misfortune to be seized with a nervous debility, which compelled him to claim the benefits of the society. These he had received for a very considerable time, when 'the last and diminished scale of allowance was stopped, and he was told he must undergo an examination by the medical officer. This was of no use at all, as the doctor could not give him a satisfactory certificate while he continued in the same state of health. He had, therefore, tendered them the amount of contributions that would be due from him, so as to continue a member; but they had positively refused to receive it, and he was consequently virtually turned out of the society.

Mr. Jones said the complainant had, in fact, excluded himself from the society by not complying with the ninth rule, which said that no person could be admitted a member who had not been passed by the medical officer. Gross had been a member during the time stated, and had been considered a good member up to last Christmas, but the fact was that his illness had been of such long duration that he had run out the whole benefits he could receive. For thirteen weeks he had received the full allowance of twelve shillings per week, as well as medical attendance; for thirteen weeks more six shillings per week, or half pay; and for the same or a longer time a pension of two shillings and sixpence per week; and for five months past, in fact, he had not paid sixpence to the funds. The complainant had never been medically passed, as they had no medical officer when the society was formed, but now they had, and if the complainant received a certificate from him they were willing to re-admit him as a member. He had been a most expensive member, for, though he had received this large amount of money, he still seemed to expect the same benefits as before, for he had never once declared off its funds. If things were allowed to go on this way any longer it would be the means of breaking the society up. A meeting was therefore called, and it was determined to do away with the pension fund.

Mr. LEIGH said, surely they had not excluded the man merely because he turned out to be a more expensive member than they originally thought he would be? The man had been accepted, and had subscribed for five or six years, and then because he had fallen ill and became expensive—the very thing he contemplated might occur to him when he joined them—they seemed to have determined to exclude him.

Mr. Jones said, at one time they had as many as 140 members, but they had been put to such an enormous expense by the number who became sick, that they had been obliged to close the box, and had resolved to keep it closed till they became possessed of a few pounds to enable them to go on again. The members had now dwindled down to about thirty-four, and it was quite obvious that if they had only three such members as the complainant was among them they must be out of funds altogether in less than a twelvemonth. They were only anxious to do the best they could, and in twelve months the complainant might claim on the box again.

Mr. LEIGH said that it was certainly not right to exclude a man because he had the misfortune to suffer from illness, and he could not find any rule of theirs which said that this might be done. Of course, if there were no funds at all there was an end of the matter. He had no means to compel them to take the man back again,—that could only be done in this case by *mandamus* in the Queen's Bench; but the complainant could in the meantime keep on tendering them his money, so as to keep himself in the right, and, as the responsible officers would have to meet the probable consequences of refusing the money, he would advise them to call a meeting, try to come to some arrangement, and see what could be done.

GENERAL CORRESPONDENCE.

THE REGISTRAR'S OFFICE IN THE COURT OF CHANCERY.

Sir,—It is, I think, desirable, whilst Parliament is sitting, to draw attention to the Registrar's Office. The present system, to say the least, requires revision, and this letter may possibly attract the attention of some law reformers. So far as the gentlemen who fill this office are personally concerned, I have no objection to make, as I have always received courtesy and attention at their hands. My letter is directed to the system which, however well designed, as unquestionably it was, is ill adapted to the requirements of the year 1864.

It is well known to the profession that to draw up a decree is frequently *retrying a cause*. Those who know what it is to get up a cause, and especially one of an intricate and complex nature, will sympathise with this operation in the registrar's office. The design of a registrar attending at the courts was, I suppose, to give him an insight into the details of the suits, so that he might the better draw up the orders and decrees. Who, however, can bear testimony to such a result as this? My own experience, though extending over more than twenty years, does not enable me to do so. As a general rule, all the registrar knows is the object of the suit, with some few rude and isolated facts or observations relative to it; yet, the costs of these attendances at court form no small item in the annual expenses of the office.

Now, sir, this is clearly not as it should be; what, however, is most dreaded by solicitors is the "registrar's note," by which even the Court generally considers itself bound. I will not here say what gross injustice I have sometimes seen done by this note, which almost always renders it dangerous to go to the court on the minutes. But this is not all. What is known as the *rotatory system* requires the special attention of Lord Westbury and Lord Brougham, as being now, in some instances, positively ridiculous. What is the utility of a series of different registrars attending the hearing of a long cause such as that of *Young v. Fernie*? It is obviously a waste of time. No doubt the registrar's attendance is useful and valuable on the hearing of motions and petitions, on which occasions special directions are frequently given as to matters of evidence. What is wanted is some better mode of "speaking to minutes," by which the solicitors can get at the judge at his chambers, and blunders may be rectified at a trifling expense. The present salaries paid to the registrars, when compared with what are called *solicitors' wages*, is, I suggest, worthy of attention by those who look to such matters. Though the duties of a registrar require a respectable education and a good knowledge of equity, yet such duties are purely of a routine and clerical character. These allusions I make with all delicacy. J. CULVERHOUSE.

[While acknowledging that there is much that is valuable in our correspondent's suggestions, we think that a little reflection will show him that the registrars (considering the great responsibility which is thrown upon them, and the fact that they are compelled to devote themselves from the outset of their professional life to this one service) are not by any means too highly paid. Whether "solicitors' wages" are or not too low is another branch of the vexed question of law costs, which is much too difficult for discussion in a note of this kind.—Ed. & J.]

LAW OF COPYRIGHT AMENDMENT BILL.

Sir,—Having considered in my last communication one feature of the pending bill on the subject of copyright, I now proceed to comment upon the various clauses in detail. The first clause proposes to repeal the Acts and parts of Acts set forth in schedule A. We find in this list the Act 33 Geo. 3, c. 71, an Act relating to sculpture, which has been already repealed by the 24 & 25 Vict. c. 101. There are provisions relating to sculpture in 13 & 14 Vict. c. 104, ss. 6, 7, which should be repealed in order to make the proposed Acts a complete consolidation of the law of copyright.

The design of the bill is, that copyright shall not vest in any person who is not either a British subject, or resident within the British dominions. This qualification has been already imposed by the decision in *Jefferys v. Boosey*, 4 H. L. Cas. 815, in the case of books, and it is easy to apply the test in that case, as it was there held that the author must be resident in England at the time of publication. Those who argued in *Jefferys v. Boosey* in favour of the right of the non-resident foreigner, dwelt upon the absurdity of laying it down that a Frenchman who is at Calais when his

work is published in England, shall have no copyright, whereas, if he had crossed to Dover, he would have been entitled to it; and the majority of the judges and the law lords admitted the nicety of the distinction, although they thought it must be established. When, however, an attempt is made, as it is by this bill, to apply the distinction to other subjects than books, we find a greater difficulty. It is true that the Act of last session, for the protection of works of art, provides that the author of paintings, drawings, and photographs must be a British subject, or resident within the dominions of the Crown, to take advantage of the Act; but no judicial interpretation has been given to this provision, and it is full of materials for dispute as to its meaning. It appears impossible to gather, either from the Act of last session, or from the present bill, which follows that Act in this particular, at what time the foreign author of a painting must be resident within the British dominions in order to acquire a copyright in it. As I showed in my last letter, publication does not properly apply to paintings, and publication is the event with regard to books at the time of which a foreign author must be resident within the British dominions to acquire a copyright. The same observations which apply to paintings apply also to sculpture. We would suggest an enactment that the author of a piece of sculpture, model, or cast, painting, drawing, or photograph must be a British subject, or resident within the British dominions during the making of the same, to acquire a copyright. Under the existing law as to engravings, they must have been drawn as well as published in the United Kingdom, in order to be protected. We have not forgotten in our remarks as to the publication of sculpture, that by the Acts at present in force the copyright is to continue for fourteen years from first putting forth or publishing the same; but these Acts are very badly drawn, and have been scarcely ever made use of, so that their authority is of no very great value.

Passing from this point, let us look at the 4th clause of the bill, of which the first words are, "The copyright in any work of literature." Works of literature, by the interpretation clause, shall be construed to mean books, pamphlets, dramatic pieces, musical compositions, lectures, and sermons. The only publications mentioned in the 4th clause are books and contributions to periodicals. Whatever things, therefore, are included in the term works of literature, and are not included under the head of books or contributions to periodicals, are left unprovided for by the bill. The origin of the confusion appears to be in the use of two terms—viz., work of literature and book. The expression, "literary work," is surplusage, and its introduction naturally results in confusion.

In the 7th and 8th sections there are ambiguous provisions with reference to engravings and prints. We are unaware of any difference between prints and engravings, but the 7th section includes prints, and the 8th engravings. The word engraving should be struck out of the 8th section, and inserted in the 7th. The 8th section confers copyright only on works of art which shall not have been sold or disposed of before the commencement of the Act. It may become a subject of doubt on the wording of the clause, whether a work executed on commission before the passing of the Act is the subject of copyright. As matters of verbal criticism, the word "artist" should be left out of clause 8; and in clause 11, the words "the author and his personal representatives of any books" should be "the author of any books and his personal representatives."

As the law of international copyright stands at present, the Crown can grant to foreign countries only the same privileges which are granted by them to us. It is proposed by the present bill to take away the necessity for this reciprocity, and to give the Crown unlimited power to act by order in council. It is difficult to see why translations are not left to the operation of this power instead of being regulated by the scattered provisions to be collected from clauses 12, 21, 26, and 39 of the bill. These are substituted for the remarkably clear language of section 8 of 15 Vict. c. 12, the Act now in force on the subject. In clause 26 are the following words:—"One copy of every such translation, and every such original work intended for translation, shall be so delivered within three months after the first publication thereof in the foreign country, and the translation thereof within twelve months afterwards, unless published in parts, in which case each part of such original work shall be delivered within three months after its publication, and the translation of each part within twelve months after delivery of the part of which it is a translation." A clearer wording of this requisition is desirable, to show the distinction between the translation to be delivered within three months, and the translation within twelve months, but in truth

a complete re-modelling of the provisions as to translations is absolutely required. Reserving further remarks for a future occasion, I am,
Jno. SHOARD.
London, May 16.

WILLS OF LAND IN THE COLONIES.

Sir,—Will any of your many readers furnish me with information on the following points, or tell me where such information can be obtained. Previous to the Will Act of 1837, three witnesses were required to a will of real property; since then, two witnesses only are necessary. As laid down by Hays and Jarman's Concise Forms of Wills, p. 46, 3rd ed., our colonial dependencies are not affected by the operation of that Act. So that, as three witnesses were, before the Act, necessary to the validity of a will in our then existing colonies, the same number of witnesses must still be necessary to those colonies, unless they have since adopted the new law of 1837.

Then the practical questions are—

1. Which of our colonies existed in 1837 and have not since made any alteration in their law? Where, consequently, according to Hays & Jarman, three witnesses are still necessary.

2. Which of them have adopted the law of 1837?

3. Which of them have come into existence since 1837, in which case, it is presumed, the law of this country prevails?

4. Which of them have made laws peculiar to themselves as to wills?

CHARLES J. GARBUTT.

Newcastle-upon-Tyne, May 5.

Sir,—Your correspondent, G. A. J., appears to me to be in error in supposing that E. would, in the case supposed by him, have been tenant in tail. I think that even were this an "old will" of freeholds, E. would have taken a fee simple, subject to an executory devise over upon a contingency which has happened.

G. A. J. does not give us the date of the will, but I think that under any will whatever, at any rate having regard to the fact that this was personality, E.'s interest was an absolute one, subject to an executory bequest.

If this be so, as the contingency has happened, E.'s estate has been wholly defeated and the persons designated in the limitation over take the property.

This seems to be a case to which the rule in *Shelley's case* would apply, and if that be so, the executors of the survivor of C. and D. would be the persons entitled. This last point would, however, admit of much question, and it might not improbably be considered as a gift of the whole term to the person who, upon the failure of the prior estates, filled the position of heir of the two bodies of C. and D.

Lincoln's-inn, May 13.

NEW WILLS ACT.

ARTICLED CLERKS' EXAMINATION.

Sir,—In reply to your correspondent "Eton," I can recommend him to read a little work on "The Elements of Book-keeping," by Isbister, published by Longman & Co., price 9d., or, if that is insufficient, a work on the subject published by Chambers will be found very useful.

LEGULEIUS.

Bradford-on-Avon, 17th May, 1864.

ERRATUM.

In the letter of our correspondent "H. F. H.," published last week, an important word was accidentally omitted.

The last two lines of the fourth paragraph should read—
"In cases where there shall not be a certain covenant, contract, or provision made for keeping on foot such policy."—Ed. S. J.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Thursday, May 12.

REPORTS OF INSPECTORS OF SCHOOLS.

Sir G. GREY moved a resolution that a select committee be appointed to inquire into the practice of the Committee of Council on Education with respect to the Reports of her Majesty's inspectors of schools. He referred to the resolution of the House on the 12th of April, observing that it conveyed a grave and serious censure upon a department of the Government, which the Government believed to be unmerited, and which they were persuaded would not have been adopted had all the facts been known at the time. They thought, there-

fore, that the matter should, as an act of justice, be submitted to the inquiry of a committee of the House, in order to see whether the charge had any foundation. The right hon. bart., the member for Droitwich had given notice of an amendment of a character to which he objected, not in itself, but as foreign to the objects of this motion.

Sir J. PAKINGTON moved, as an amendment, to add to the motion, "and further to inquire into the constitution of that committee, and how far their mode of conducting the business of the department is consistent with the due control of Parliament over the annual education grants." He had no intention to embarrass or impede the limited inquiry; and he should propose that the first subject inquired into should be the question of the inspectors' reports, and that the committee should report upon that subject before they proceeded to the larger question. The country was greatly dissatisfied with reference to the department in question, particularly with the manner of conducting business under the revised code. He complained (amongst other things) of the mode in which the education minutes were laid before the House.

Mr. BRUCE pointed out the extreme inconvenience of entering upon the wide inquiry proposed by Sir J. Pakington, embracing the whole constitution of the education department, and many subjects of great delicacy. He replied to certain specific charges alleged by Sir J. Pakington, and deprecated the spirit of suspicion in which he observed every action of the department was regarded.

Lord R. CECIL observed that, the question being what should be the terms of reference to the committee, he preferred those proposed by Sir J. Pakington. He mentioned certain circumstances connected with the alterations of the reports of the inspectors, which required, he thought, that the inquiry should be an untrammelled one.

Mr. OSBORNE gave vent to one of his characteristic speeches. Everybody, except Mr. Lowe, had been in the wrong—and so had he—for resigning. He could not vote either for the motion or the amendment.

Mr. ADDERLEY explained his own course of proceeding when in office, and the reasons for his vote on the resolution of the 12th of April. He supported the amendment.

Sir G. GREY, repeating that he thought the two inquiries should be kept distinct, observed, in reply to Mr. Osborne, that nothing could be further from his intention than to countenance the attack upon Mr. Lowe.

The House divided—

For the resolution	...	...	...	...	142
For the amendment	...	...	...	...	93

Majority 49

The resolution was then agreed to.

Friday, May 13.

THE GEORGIA.

Mr. T. BARING called attention to the fact that an armed steamer was now in the port of Liverpool, which had been originally manned and equipped in a British port, and had never been in any port of the belligerent under whose flag she sailed; and asked whether the admission of such vessels to British harbours was consistent with our international obligations, our professions of neutrality, and the preservation of British interests. Without going into the mazes and niceties of international law, the question was whether in this matter we were doing what we were bound to do towards others; and what guarantee had we, he asked, that other vessels of the same character might not follow, and our neutrality be thus constantly violated?

THE ATTORNEY-GENERAL said that in many things which had been said by Mr. Baring he entirely agreed. The Government had endeavoured, to the utmost of their power, to vindicate the honour of their country, and to fulfil the obligations of a sincere and impartial neutrality; but he insisted that they were justified in considering the existing law sufficient for the purpose, and that it was not their duty at present to propose any change. He then stated the facts of the case of the *Georgia*, and contended, in an elaborate argument, that under the general rules of international law, accompanied by the discretion which belonged to neutrals, the Government had not acted inconsistently with our international obligations or our professions of neutrality. He fortified his conclusions by citations from Story and other American authorities.

Mr. W. FORSTER argued that the Government had not done all they could on behalf of English interests. He remarked that it was not to be supposed that the rules we laid down for

neutrals would not be taken advantage of by other nations against us in future.

Mr. COBDEN said two questions had been brought to their notice in this discussion; one was an alteration of the law, the other the preventing these vessels entering our ports. As to the first, it seemed the existing law was not sufficient to enable us to enforce our obligations. As to the exclusion of these vessels from our ports, this was not for the Legislature, but for the Government to do; and it was admitted that they had the power, but they doubted the expediency. It was in the power of a powerful country to lay down maxims of international law, and we had lost a precious occasion for this, and, on the other hand, had set some pernicious examples.

Lord R. CECIL remarked upon Mr. Cobden's proposal that we should create a new international law. Could any breach of neutrality be greater, he asked, than to alter the law in favour of one of the belligerents in order that the alteration might give some advantage to ourselves in a future war.

Mr. SHAW LEEFEBRE said that he had listened with great regret to the speech of the Attorney-General, and especially to his statement that he was not prepared to recommend her Majesty's Government to take either of the courses suggested by the hon. member for Huntingdon. Probably, if the hon. and learned gentleman had paid more attention to the history of America and less to law cases, he would have come to a different conclusion. When in 1793 we remonstrated with the American Government against the fitting out of privateers in their ports, they did not say that they had no municipal law to meet the case, and were not bound by international law, but at once passed an Act to meet our complaints.

After a few words from Lord R. MONTAGU and Alderman ROSE, the subject dropped.

Pending Measures of Legislation.

THE CHANCERY (IRELAND) BILL, 1864.

1. Short title.
2. Repeal of the Acts and parts of Acts mentioned in schedule (A.) to this Act, except as to suits already begun.
3. Interpretation of "Her Majesty," "Chancery," "Court," "Lord Chancellor," "Master," "Master of the Rolls," "Master's Examiner," "bill of complaint," "plaintiff's suit," "affidavit," "lunatic," "general order."
4. Act to consist of five parts:—(1.) As to Vice-Chancellor. (2.) Masters in Chancery abolition. (3.) Procedure and practice. (4.) Stamps and fees. (5.) Miscellaneous.

PART I.

Appointment of Vice-Chancellor, &c.

5. Her Majesty may appoint a barrister of fifteen years' standing to be the Vice-Chancellor of Ireland. No such Vice-Chancellor to sit in the House of Commons.
6. Vacancy in the office of Vice-Chancellor may be filled up.
7. Jurisdiction and powers of Vice-Chancellor similar to those conferred on Vice-Chancellors in England by 53 Geo. 3, c. 24, s. 2; and 5 Vict. c. 6, s. 22.
8. Vice-Chancellor to sit for the Lord Chancellor when required.
9. Vice-Chancellor to have precedence next after the Lord Justice of the Court of Appeal in Chancery in Ireland; or if he be an Ex-Chancellor, then next after the Chief Baron.
10. Vice-Chancellor to hold office during good behaviour.
11. Vice-Chancellor to take an oath similar to that prescribed by 5 Vict. c. 5, s. 28.
12. The Master of the Rolls and Vice-Chancellor may appoint one chief clerk each.
12. Chief clerks to have been solicitors or attorneys in Dublin, of ten years' practice; or Master's Examiners in the Court of Chancery in Ireland.
14. Two junior clerks to each chief clerk may be appointed by the judge.
- 15—21. Copy of 15 & 16 Vict. c. 80, ss. 19—25.
- 23, 23. Salaries:—
Vice Chancellor £4,000.
Chief clerk . . £800 to be increased to £1,000.
Junior clerk . . £250 " " £350.
24. Her Majesty may grant a retiring pension to Vice-Chancellor, after fifteen years' service as Vice-Chancellor, Common Law Judge, Judge of Court of Probate, or of Landed Estates Court, or Master in Chancery.
25. Court-keepers, &c., to be appointed.
26. If it shall appear to the Lord Chancellor that the business of his court, or of the Court of Appeal, shall render it

necessary or expedient that a chief clerk and junior clerks should be appointed to be attached to the Lord Chancellor and his successors in office, for the purpose of assisting in the general business of his court and of the said Court of Appeal, he may appoint one such chief clerk and two junior clerks.

27. In case it shall appear to the Lord Chancellor that the state of business in the court shall render it necessary or expedient to appoint an additional chief clerk or additional junior clerk, to the Master of the Rolls and the Vice-Chancellor, or to either of them, he may do so.

PART II.

Masters Abolition.

28, 29. Copy of 15 & 16 Vict. c. 80, ss. 1, 2, except as to Receiver Master, which office is to be retained.

30. Copy of 15 & 16 Vict. c. 80, s. 3, except so far as that section is personal to the Masters therein named.

31, 32. Copy of 15 & 16 Vict. c. 80, ss. 5-7.

33, 34. Copy of 17 & 18 Vict. c. 100, ss. 1, 2.

35. Persons duly served with Master's certificate, to become parties to the suit, and be bound in all respects in the same manner as if an order of revivor or a supplemental decree had been made upon a bill or cause petition, duly filed for that purpose.

36. Copy of 17 & 18 Vict. c. 100, s. 4.

37. Copy of 15 & 16 Vict. c. 80, s. 8.

38. Copy of 17 & 18 Vict. c. 100, s. 7.

39. Copy of 17 & 18 Vict. c. 100, s. 5.

40. Copy of 15 & 16 Vict. c. 80, s. 10.

41. Every Master's Examiner, assistant clerk, or Registrar to any Master, to be entitled to receive during his life the same retiring allowance as he would be entitled to under the provisions of the "Court of Chancery (Ireland) Regulation Act, 1850," if he had duly retired from office on account of disability.

42. Examiners, assistant clerks, and Registrars to the Masters until retirement under the "Chancery (Ireland) Regulation Act, 1850," to discharge duties assigned to them by general order.

43. There shall be attached to the said court a second assistant Registrar who shall hold his office upon the same terms and with such power in all respects as the principal Registrars of the said court; and the Lord Chancellor shall tender to each of the Master's Examiners, according to his seniority in office, the option of accepting the said office of assistant Registrar; and in case any of the said Examiners shall, within one month after such tender, accept the said option, the Lord Chancellor shall thereupon appoint the person so accepting to be an assistant Registrar of the court; and in case all the Master's Examiners shall decline the said option, the tender shall be repeated in like order, and every Master's Examiner who declines the said option a second time shall forfeit his right to receive any retiring allowance; and in case all the Master's Examiners shall decline a second time, the Lord Chancellor may appoint some fit person, having such qualifications as hereinbefore prescribed in respect of chief clerks, to fill the said office.

44. The registrars and assistant clerks to Masters to have the like option of accepting the place of junior clerks, under the like penalty: Provided always that every assistant clerk accepting a junior clerkship under this Act shall nevertheless retain his present salary and hold his office during his good behavior.

45. Every such assistant registrar, chief clerk, and junior clerk to be appointed pursuant to this Act shall be entitled to superannuation allowances, under the "Court of Chancery (Ireland) Regulation Act, 1850," ss. 38, 39; and the said retiring and superannuation allowances shall be paid out of the same funds as are in the said Act specified.

46. Copy of 15 & 16 Vict. c. 80, s. 30.

47. Such of the masters' offices as shall not be assigned by the Lord Chancellor as chambers for the Master of the Rolls and Vice-Chancellor respectively, under the provisions hereinafter contained, shall be appropriated to such other purposes connected with the Court of Chancery as the Lord Chancellor may from time to time direct.

48. Copy of 15 & 16 Vict. c. 80, s. 38.

49. Office of Receiver Master to be maintained for the discharge of specified duties. Gerald Fitzgibbon, Esquire, the present Receiver Master, to be Receiver Master under this Act.

50. The Receiver Master to continue, subject to any general orders to be made as by this Act directed, to have, exercise, and perform all the authorities, powers, and duties with reference to receivers, receivers' accounts, and the management

of estates under receivers, &c., invested in him or any other Master and also to discharge such duties with relation to the auditing of accounts in minor and lunatic matters and causes, and the management and letting of the estates of minors and lunatics, &c., as any General Orders may direct.

52. The Lord Chancellor, the Master of the Rolls, the Vice-Chancellor, the Court of Appeal in Chancery, and the Masters may make such references to the said Receiver Master, in relation to receivers' accounts and estates, as any General Orders may direct.

(To be continued).

APPOINTMENTS.

A. T. T. PATERSON, Esq., Barrister-at-Law, to be *pro tempore* acting Judge of the High Court of Calcutta, vice Mr. Justice Mills, deceased.

IRELAND.

COURT OF CHANCERY.

An injunction case, singular in its circumstances, of some little consequence as a question of mercantile law, was decided a few days ago by the Lord Chancellor. It arose out of a transaction between the Messrs. Roe, Dublin, distillers, and the Messrs. Murtagh, who are largely concerned in the wholesale corn, tea, and spirit trades. The Messrs. Roe had sold to the respondents, Messrs. Murtagh, a large quantity of whisky, at a low price, upon an undertaking that it should be resold in the country only, and not in Dublin, where the chief custom of the Messrs. Roe lay. The whisky had, however, been long on hand, and had thus become so old and mild in flavour, that the Messrs. Murtagh could not dispose of it in the country, as the country people did not appreciate such weak stuff, and wanted something "hot and fiery." They had, therefore, resold a quantity (about 200 puncheons) of this whisky to Mr. O'Connor, who had disposed of part of it to Dublin traders. Thereupon the Messrs. Roe filed their cause petition for an injunction and account. The respondents, among other grounds, argued that the agreement was in restraint of trade, and therefore the petitioners were not entitled to any relief in a court of equity; but the Lord Chancellor held that the contract was a valid one, and had been violated. He decreed a perpetual injunction, and directed an account of the losses sustained by the petitioners.

FOREIGN TRIBUNALS & JURISPRUDENCE.

ANOTHER FRENCH TRIAL.

The Court of Assizes of the Seine lately tried a young man named Laas, aged twenty-five, a lithographer by trade, on a charge of having, on the 15th of February last, attempted to murder a young woman, named Eleonore Coquel, with whom he had cohabited for some time previously. It appeared from the evidence that the prisoner became acquainted with her in July, 1862, and that they lived together from that time till the beginning of the present year. The young woman's previous character was not altogether unexceptionable, but the prisoner seems to have entertained the hope of reforming her, and ultimately making her his wife. The expectation, which the president of the court designated as one of "the wild dreams of inexperienced youth," was not destined to be realised, for Eleonore constantly deceived him, and at last determined to break off their connection and live with a workman named Francous. On the 14th of February she accompanied her new lover to a public ball on the Boulevard de l'Hopital, and was followed by the prisoner, in the hope that he should be able to induce her to remain with him, and with the resolution of taking vengeance if she refused. The prisoner requested her to walk with him on the boulevard. She consented; but, as she persisted in her determination to leave him, he stabbed her in the neck with a poniard-knife, which he had bought for the purpose, and was arrested on the spot by a *sergent-de-ville*. Though the subclavian artery was severed by the wound, prompt surgical aid prevented a fatal result, but the right arm has ever since been paralysed. The counsel for the prisoner pleaded jealousy as an excuse for his client's offence, and stated that if the young woman conducted herself properly in future, his client was still ready to marry her. This defence prevailed with the jury, who at once brought in a verdict of not guilty, and the president ordered the prisoner's discharge.

MARRIAGE OF A WIFE'S SISTER IN FRANCE.

The Civil Tribunal of St. Etienne (Loire), has just been called on to give judgment in a suit involving the question of the legality of a marriage with a wife's sister. In November, 1827, a M. Roche, residing at Noire-table (Loire), married a Mademoiselle Anne Gayte, who died two years after leaving an only son, named François. In May, 1833, the widower married Jeanne Gayte, his deceased wife's sister, and six children were the issue of this union. Both parents having recently died, the six children of the second marriage claimed to share their parents' property, but their demands were resisted by François, the son of the first wife, on the ground that his father's second marriage was incestuous and illegal, and the issue thereof illegitimate. The children of the second marriage accordingly appealed to the law in support of their claims. When the case came on for hearing, the plaintiff's counsel argued that the second marriage was valid, as it had been contracted *bonâ fide*, neither of the parties being aware that the law forbade such unions. The counsel for the defendant and the Avocat-General, however, maintained that, according to Arts. 162 and 184 of the Code Napoléon, marriage with a deceased wife's sister was absolutely null, unless preceded by a dispensation granted by the Sovereign. The Tribunal, taking this view of the case, decided that the marriage was illegal, as being contrary to Arts. 162 and 185; and that the issue of such marriages were, by Arts. 762 and 763, incapable of inheriting their parents' property. The plaintiff's demand was accordingly rejected, with costs.

RUSSIA.

There was issued on the 15th of April a new ukase in Russia, materially altering the position of foreigners residing in that country. The following are its principal provisions:—

1. A petition for naturalization cannot be presented till after five years' residence, except where the minister of the interior has authorised such petition, which he is empowered to do on any of the following grounds:—(1), important services rendered to Russia by the applicant; (2), remarkable genius of the petitioner; (3), great erudition; and (4), that the petitioner is the holder of a large amount of capital stock of Russian companies of public utility.

2. Naturalization, when obtained, is personal, strictly limited to the petitioner, and does not extend to naturalize his previously born children. But by another article great facilities are given to them for obtaining their own naturalization.

3. Foreigners heretofore naturalized are to have the right of returning at any time to their original nationality, on paying all debts due by them in Russia, and all arrears of rates and taxes, and may thereupon either quit Russia or remain there on the same footing as other aliens—at their own option.

4. The laws which compelled Russian ladies, on marrying foreigners, to sell their real property in Russia, are repealed.

5. The payment of three years' poll-tax, and the drawback on property of foreigners quitting the Russian dominions, are abolished.

6. The laws which required a foreigner, not of the Russian church, to take the oath of allegiance before his marriage with an "orthodox" Russian lady, and those which required the permission of the Czar before the marriage of an "orthodox" Russian with a dissenter, are repealed.

REVIEWS.

The Laws of Marriage and the Laws of Divorce of England, arranged in the Form of a Code for Popular Use. By ALFRED WADDILOVE, D.C.L. London: Longmans. 1864.

It has been often said in various forms, that nothing is so easy of execution as a *digest*, nothing so difficult as a *code*. The work before us affords an example of both branches of this aphorism. It is in effect a digest in the form of a code—and a digest which shows that it would have been very valuable had it retained its own proper form. The subject-matter seems skillfully arranged, the subdivisions logically accurate, and the sequence of the parts scientifically just; and had Dr. Waddilove contented himself with setting forth under each head the sections of the Acts of Parliament regulating the same, together with such notices (if any) of repealed Acts and such notes of cases as might be requisite, using in every instance the exact words of the Acts and reports, and accompanying every section with its proper reference, he would have produced a work of the greatest benefit to the practitioner, now

obliged to wander wearily from volume to volume of the statute-book, through the thirty Acts of which the learned writer speaks so pathetically in his preface. Instead of this, the author has translated the substance of the law into modern popular language, and has studiously avoided every thing in the shape of a reference, except, indeed, to other articles of the work itself. The book is thus completely in the form of a code, and is not without its interest as giving some idea of the bulk to which the thirty Acts before alluded to might by the authority of Parliament be reduced; but at present, for all practical purposes, and considered as a handy-book of the existing law (and this the author announces to be his aim), it is useless to the practising lawyer for want of references to authority, and to the enterprising layman for want of a glossary. This last must ever be necessary in order that any treatise whatever on any subject of science or art may be intelligible to those who are unversed in the technical language of such science or art. It is true that Dr. Waddilove attempts to meet this difficulty by couching his work in popular diction and excluding as far as possible all technical terms; a process by which he loses much in preciseness; but it is a mistake to suppose that he thereby renders his language intelligible to the general public. This (to write a scientific work which should be generally intelligible without a glossary) is a task which proved too much for the pen even of Sir John Herschel, and to which no lawyer or jurist so far as we know has ever even approached, always excepting Dr. Twiss's admirable exposition of International Law. For example, let us take the following section of the work before us:—

Chapter v. s. 39. 5. "Foreign marriages must be proved by a person or persons versed in the law of the country where they were had."

What idea does the expression "proved by a person" give to a layman? Certainly we should say anything but, "established by the evidence of such person swearing as *matter of fact* that the requisitions of the local law were duly complied with in the particular instance." We do not say that had this long periphrasis been substituted for Dr. Waddilove's expression the sentence would have been any the clearer to one who had no previous knowledge on the subject, but we do say with confidence that no one, who did not know it before, would have guessed from the article quoted that foreign law was treated in this country as a matter of fact to be proved by the testimony of experts.

Take the next clause—"The presumption shall always be *primâ facie* in favour of the validity of a marriage *de facto*."

This means, as every lawyer at once knows, that if you prove the *factum* of a marriage you shift the *onus* of proving its invalidity on the impugnant; but could a layman understand either Dr. Waddilove's proposition or ours, or both together, without a glossary? We trow not.

We think we have done enough to satisfy our readers that although this book contains the germ of a work which is much needed, and which its author has shown himself well qualified to supply, still, as it stands, it is not calculated to be of much service either to the profession or the public, though it may possibly be of some value to the jurist as a specimen on a small scale of an attempt at the codification of our law.

Compensation to Landowners: being a Practical Digest of the Law of Compensation. By GEORGE V. YOOL, M.A., of Lincoln's Inn, Barrister-at-Law. London: Maxwell. 1864.

This is a lively little essay, written obviously in the interest of the landowner, by a gentleman who seems to have studied the subject practically, principally with reference to some one or more of the present metropolitan schemes. "Counsel for the Owner" is indeed plainly written on every page of the book, and it is impossible to avoid remarking the evident satisfaction with which such cases as *Hilcoats v. Archbishop of Canterbury* (see p. 25) are adduced, whilst there is a sort of deprecating tone employed, and an obvious attempt at "distinguishing the case" when the author is obliged to cite such cases as *Caledonian Railway Company v. Sprot* (see p. 28), or other cases in which the advantage has been on the side of the company.

Still the book contains a great deal of information upon the subject, and will we venture to think be found a very valuable assistance to practitioners who are concerned against such companies; or at all events it would have been so had not the author chosen greatly to detract from its merit for such a purpose by confining his references exclusively to one set of reports, and that not one of those which are most generally available or procurable. This is a defect which greatly mars the utility of the work, and which the author will do well to remedy should he ever reach a second edition. It is a fault of

comparatively slight consequence to the bar, or even the solicitors in London; but to the country practitioner to be provided with a series of references to reports which are out of his reach, when the cases referred to are probably at that moment on his table or in his shelves in some other set of reports, is a grievance which can scarcely be over-stated. A few extra letters here and there, completing a double or treble set of references throughout this book, would in our estimation more than treble its value to the profession.

LAW STUDENTS' JOURNAL.

PRELIMINARY EXAMINATIONS BEFORE ENTERING INTO ARTICLES OF CLERKSHIP TO ATTORNEYS AND SOLICITORS.

Pursuant to the judges' orders, the Preliminary Examination in General Knowledge will take place on the 25th and 26th of October, 1864, and will comprise,—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic. A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History. Questions on English history.
8. Latin. Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, modern or ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection.

The special examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the examination on the 25th and 26th of October, 1864:—

- In Latin.—Cicero, Pro Milone; or, Virgil, *Aeneid*, book vi.
In Greek.—Homer, *Iliad*, book vi.
In modern Greek.—Βικηρίον, περί Ἀδικημάτων καὶ ποινῶν μεταφρασμένων ἀπὸ τοῦ Ἰταλικοῦ Γλωσσίου, 1—7, both inclusive; or, Βικηρίον Ἱστορίας τῆς Ἀμερικής, βιβλίον γ'.
In French.—M. de Voltaire, *Histoire de Charles XII.*; or, P. Corneille, *Le Cid*.

In German.—Schiller's *Marie Stuart*; or, J. V. von Goethe's *Aus Meinem Leben*, vol. i. books 1, 2, 3, and 4.

In Spanish.—Cervantes, *Don Quixote*, cap. i.—xv. both inclusive; or, Leandro Fernandez de Moratin, *El Si de las Ninas*.

In Italian.—Manzoni's *Promessi Sposi*, cap. i.—viii. both inclusive; or, Torquato Tasso's *La Gerusalemme*, 4, 5, and 6 cantos.

Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the judges' orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

COURT PAPERS.

Court of Probate

AND

Court for Divorce and Matrimonial Causes.

Sittings in and after Trinity Term, 1864.

COURT OF PROBATE.

Friday, May 27th, Saturday 28th, Thursday, June 2nd, Friday 3rd, Saturday 4th.

FULL COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Wednesday, 1st June.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Wednesday, June 8th, Thursday 9th, Friday 10th, Saturday

11th, Wednesday 15th, Thursday 16th, Friday 17th, Saturday 18th, Wednesday 22nd, Thursday 23rd, Friday 24th, Saturday 25th, Wednesday 29th, Thursday 30th, Friday, July 1st, Saturday 2nd.

Trials by jury: Wednesday, July 6th, Thursday 7th, Friday 8th, Saturday 9th, Wednesday 13th, Thursday 14th, Friday 15th, Saturday 16th, Wednesday 20th, Thursday 21st, Friday 22nd, Saturday 23rd, Wednesday 27th, Thursday 28th, Friday 29th, Saturday 30th.

The trials in the Court of Probate will be taken first.

The judge will sit in chambers to hear summonses at eleven o'clock, and in court to hear motions at twelve o'clock, on Thursday, May 26th, Tuesday 31st, and on each succeeding Tuesday until July 26th inclusive.

All papers for motions must be left with the clerk of the papers in the registry before two o'clock on the Thursday before the motion is to be heard.

PUBLIC COMPANIES.

MEETINGS.

LAW FIRE.

The annual general meeting of the shareholders of the Law Fire Insurance Society will be held on Tuesday the 31st inst.

RAILWAY BILLS.

The committee, of which Mr. Baillie is the chairman, on the proposed new railways in and around Dublin, and which propose to do for that city what the projected Metropolitan lines propose to do for London, on the 12th May entered on the consideration of the fourth project for that purpose—that of the Dublin railway, which consists of a ramification of twelve short lines, connecting the various existing railways, docks, canals, and quays, at a capital cost of £650,000, and a loan of £216,000. The line is to cross the Liffey by a bridge of three spans. It is proposed that the London and North-Western shall enter into contracts to work and manage the line, and as it is the first case of an English railway proposing to work a railway in Ireland, the railway department of the Board of Trade direct the particular attention of the committee to the subject. In the second committee on metropolitan railways, the bill for empowering the Charing-cross railway to take additional ground on the western side of Dowgate-hill, and on the southern side of College-street, for their Cannon-street city terminus, to raise £90,000 by shares, and £30,000 by loan, to lease lands at their city terminus for an hotel, and contribute thereto £65,000, being unopposed, was sent to Mr. Massey. The bill for the proposed Great Northern and Victoria Station Railway was withdrawn.

AN OLD POLICY.—We subjoin a *verbatim* copy of what we believe to be the oldest policy of life assurance now in existence. It appears to have been the twelfth policy issued by the London Assurance Company, which (with the Royal Exchange, which was incorporated on the same day) is the oldest life assurance company in England, or, as we believe, in the world. In the following copy the words printed in italics are written in the original policy; and the receipt, which is appended, is written on the back:—

No. 12.

By the GOVERNOR and COMPANY of the LONDON ASSURANCE OF HOUSES and GOODS FROM FIRE.

IN the name of God, Amen. *Mr. Thomas Baldwin, of St. Margaret's, Westminster, doth make Assurance, and causeth himself to be assured upon the natural life of Mr. Nicholas Bourne, of St. Margaret's, Westminster, for and during the Term and Space of Twelve Calendar Months, to commence the First Day of December next, in the Year of Our Lord One Thousand Seven Hundred and Twenty-one, and fully to be complete and ended. And it is Declared, that this Assurance is to and for the Use, Benefit, and Security of the said Thomas Baldwin, his Executors, Administrators, and Assigns, in case of the Death of the said Nicholas Bourne, within the Time aforesaid, which the above Governor and Company do allow to be a good and sufficient Ground and Inducement for the making this Assurance, and do agree that the Life of him the said Nicholas Bourne is and shall be rated and valued at ye Sum Assured without any further Account to be given to them for the same. The said GOVERNOR and COMPANY therefore for and in consideration of Five Guineas per Cent. to them paid, do assure, assume, and promise, that he the said*

Nicholas Bourne, shall, by the Permission of Almighty God, live, and continue in this Natural Life, for and during the said Term and Space of *Twelve* Calendar Months, to commence as aforesaid. Or in default thereof, that is to say, in case he the said *Nicholas Bourne* shall in or during the said Time, and before the full End and Expiration thereof, happen to dye or decess out of this World by any Ways or Means whatsoever: that then the abovesaid Governor and Company will well and truly satisfy, content, and pay unto the said *Thomas Baldwin* his Executors, Administrators, or Assigns the Sum of Money by him Assured, and here underwritten, without any Allowance, Deduction, or Allowance whatsoever, to be made out of the same, or any Part thereof, and without questioning why or wherefore this Assurance was or is made, and without any manner of Dispute, Plea, Pretence, or Allegation whatsoever, in Law or Equity, to the contrary: Hereby promising and binding themselves and their Successors to the Assured, his Executors, Administrators, and Assigns, for the true performance of the Premises, confessing themselves paid the Consideration due unto them for this Assurance by *yo assured*.

Prothero Almsaps. And it is hereby declared to be the true Intent and Meaning of this Assurance, and this Policy is accepted by the said *Thomas Baldwin* upon Condition that the same shall be utterly void and of no Effect in case the said *Nicholas Bourne* shall voluntarily go to Sea or into the Wars, by Sea or Land, without License first had or obtained for his so doing, in Writing, under the Seal of the said Governor and Company.

Any Thing in these Presents to the contrary hereof in anywise notwithstanding. In Witness whereof the said Governor and Company have caused their Common Seal to be hereunto affixed, and the Sum or Sums by them assured, to be here underwritten, at their Office in London. This *Twenty-Fifth* Day of *November*, in the *Eighth* Year of the Reign of Our Sovereign Lord *George* by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. Anno Domini One Thousand Seven Hundred and *Twenty-one*.

£100. The said Governor and Company are content with the Assurance for one hundred pounds prem.

J. W. Wilson, Secy.

No. 12.

Novr. 25, 1721

Mr. Thos. Baldwin on y Life of Mr. Nicholas Bourne for one year commencing the first day of December next.

£100 at 5 g per cent.	£5 5 0
Policy	4 6

Recd. 2d. Decber, 1721

5 9 6

£5. 9. 6.

p JAS. HUBBARD.

—Money Market Review.

LAW AMENDMENT SOCIETY.—A meeting of this society will be held on Monday, 23rd inst., at the society's offices, 3, Waterloo-place, S. W., when a discussion will be held on Mr. Hastings' paper, proposing a new court of ecclesiastical jurisdiction. Lord Brougham will take the chair.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FITZGERALD—On May 13, at Merriam-square, Dublin, the Hon. Mrs. FitzGerald, wife of the Right Hon. J. D. FitzGerald, of a son.
HEATHCOTE—On March 9, at Sydney, New South Wales, the wife of A. Spencer Heathcote, Esq., V.C., of a daughter.
MURTON—On May 18, at 19, Randolph-road, Maida-valc, the wife of Walter Murton, Esq., Solicitor, of a son.
ROBERTSON—On March 6, at Melrose, Hobart Town, Tasmania, the wife of William Robertson, jun., Esq., Barrister-at-Law, of a son.
SMITH—On May 14, at Ridgway, Dartmouth, the wife of William Smith, Esq., Solicitor, of a daughter.

MARRIAGES.

DUNCAN-MOIR—On May 10, at Edinburgh, Charles Duncan, Esq., Advocate, Aberdeen, to Emily Robertson, youngest daughter of the late D. M. Moir, Esq., Musselburgh.
KING-MOORE—On May 10, at St. Stephen's Church, James Smyth King, Esq., barrister-at-Law, to Elizabeth Augusta, widow of Wm. H. Moore, Esq., and third daughter of the late George M. Knipe, Esq.
LEWIS-AVERY—On May 12, at St. Mark's Church, Regent's-park, Angelo John Lewis, Esq., M.A., of Wadham College, Oxford, and of Lincoln's-inn, Barrister-at-Law, eldest son of John Lewis, Esq., of Crescent-place, Mornington-crescent, to Mary Ann, eldest daughter of Joseph Avery, Esq., of St. Mark's-crescent, Regent's-park, and of Tintagel, Cornwall.
LITTLE-HOLDRIGHT—On May 4, at the Roman Catholic Church, Kingstown, the Hon. Philip Francis Little, Judge of the Supreme Court, Newfoundland, to Mary Jane, only daughter of Edward Holdright, Esq., Grosvenor-terrace, Monkton.
WARD-BIRD—On May 12, at St. Mary's, Bryansstone-square, Nelson, third son of the late Rev. Philip Ward, to Jesse, youngest daughter of George Bird, Esq., of 38, Edgware-road, one of the Clerks to the Registrars of the High Court of Chancery.

DEATHS.

BAKER—On May 12, at Southport, aged 41, Frederick Baker, Esq., of Derby, Solicitor, son of William Baker, Esq., of the same place.
BAXTER—On May 11, at 221, Brompton-road, Maria, widow of the late Robert Baxter, Esq., and daughter of the late George Matthes Turner, Esq., of Lambeth-green, Surrey.
BULLOCK—On May 13, at Basset Wood near Southampton, John Bullar, Esq., father of the eminent Parliamentary Conveyancer of that name, in his 87th year.
COOPER—On May 12, at 40, Norfolk-square, Brighton, Frederick Cooper, Esq., Solicitor, aged 68.
DICKSON—On April 25, at his residence, in Yorkville, near Toronto, Canada West, William Dickson, jun., Esq., eldest son of the Hon. Walter Dickson, and son-in-law of the Hon. W. H. Draper, C.B., Chief Justice of Upper Canada, aged 30.
FOX—On May 9, at 87, Lower Dorset-street, Dublin, Mrs. Charlotte Fox, relict of the late Matthew Fox, Esq., Barrister-at-Law.
FRASER—At 3, James-street, Portobello, N. B., John C. Fraser, Esq., C.A., General Registrar House, Edinburgh.
HAYNES—On May 17, at Wandsworth, Ada Florence Ellen, the daughter of Mr. Ambrose Haynes, Solicitor, in her 10th year; also, on April 9, Maud Mary, his infant daughter, aged 12 months.
O'CONNOR—On May 13, at his residence, 20, George's-place, Dublin, Michael O'Conner, Esq., Attorney-at-Law, aged 80.
SALT—On May 16, at 29, Gordon-square, Frederick, youngest son of John Salt, Esq., Solicitor, aged 19.
THURSFIELD—On May 7, at Leamington, in the 63rd year of her age, Eleanor Mary, widow of the late John George Thursfield, Esq., of Wadsworth, Solicitor.
UPPERTON—On April 29, aged 57, John Upperton Esq., of Hawkhurst, Solicitor.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

GALLWEY, THOMAS, Lower Mount-st, Dublin, Barrister, and **JOHN LEARY**, Upper Fitzwilliam-street, Dublin, Barrister. £1,500, Consolidated £3 per Cent. Annuities.—Claimed by the said Thomas Gallwey.
GILBERT, WILLIAM, Norton-street, New-road, Horse Dealer. £35 New £3 per Cent. Annuities.—Claimed by the said William Gilbert.
MONTFLORE, JOSEPH MATYER, Great Stanhope-street, Mayfair, Esq. £1,600 Reduced £3 per Cent. Annuities.—Claimed by the said Joseph Matyer Montflore.
PRICE, SARAH HESTER, Oswestry, Salop, Spinster. £697 Os. 1d., Consolidated £3 per Cent. Annuities.—Claimed by the said Sarah Hester Price.
WOODHOUSE, JOHN, Chronicle Office, Doncaster, Gent. £75, New £3 per Cent. Annuities.—Claimed by the said John Woodhouse.

LONDON GAZETTES.

Wind-up of Joint Stock Companies.

TUESDAY, May 17, 1864.
 UNLIMITED IN CHANCERY.

Phoenix Life Assurance Company.—Vice-Chancellor Wood will, on June 1 at 2, proceed to make a call on the contributors to this company of £10 per share.

LIMITED IN CHANCERY.

Ripponden and District Spinning Company (Limited).—The Master of the Rolls has fixed May 27 at 12, for the appointment of an official liquidator of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.
 FRIDAY, May 13, 1864.

Beetham, Rev John Tidy, Nottingham. July 1. Cann & Saltwell, Stand-bldgs.
Boughton, Edm, sen, Ville of Wotton, Gloucester, Gent. June 30. Smith, Gloucester.
Jarman, John Boykett, York-bldgs, Adelphi, Esq. July 1. Barrell, Fenchurch-st.
Jones, Alf, Tonbridge Wells, Pawnbroker. June 24. Cripps, Tonbridge Wells.
Joseph, Mrs Rosetta, York-st, Portman-sq. June 24. Abrahams, 266-lane.
Kay, Mrs Lucretia, Manchester-st, Manchester-sq, Widow. June 4. Robinson & Haycock, Charterhouse-sq.
Owen, Lady Emily Anne, Stonehouse, Plymouth, Widow. June 30. Garrard & James, Suffolk-st, Pall-mall East.
Peckham, Mary Ann, Courland-grove, Clapham, Widow. June 11. New-bon, Doctors'-commons.
Rothery, Wm, Arundel-st, Strand, Esq. June 18. Bailey & Co, Berners'-st, Oxford-st.
Tatnell, John, Gt Ealing, Shaftesbury-ter, Pimlico, Wine Merchant. July 1. Wadson & Wallaces, Austin-frirs.
Taylor, Sarah, Tunstead, Derby, Widow. July 5. Taylor, Manch.
Wells, Wm Toovey, Wallingford, Berks, Grocer. June 23. Spauland and Carthew, Wallingford, Executors.
Whately, Geo Hamilton, Mantague-sq, and Lincoln's-inn-fields, Esq. July 1. Birch & Ingram, Lincoln's-inn-fields.
William, John. Clifton-rd East, St John's Wood-rd, Capt E. I. C. Army. June 10. Fry & Trimmer, Dane's-lane.

TUESDAY, May 17, 1864.

De Grave, Edwd Abraham, Oak-villa, Norwood, Gent. August 24.
Lepard & Gammon, Cloak-lane.
Graham, Richd, Scotby, Cumberland, Gent. July 1. Wright, Carlisle.
Ironside, Alex, Gracechurch-st, Provision Merchant. July 1. Ellis & Co, Clement's-lane, Lombard-st.
King, Frances Elie, Northumberland-pl, Paddington, Spinster. July 4.
Denton & Hall, Gray's-inn-sq.
Massey, John, St Thomas-st, Southwark, Boot Maker. June 17. Trehern & White, Barge-yard-chambers, Bucklersbury.

Monks, Wm, Chester, Gent. June 3. Walker & Smith, Chester.
 Nicholson, Joseph, Strickland Ketel, Westmoreland, Yeoman. Nov 1.
 Wilson, Kendal.
 Pavy, Mary, Elcombe Hall, nr Swindon, Widow. July 1. Minet & Smith,
 New Broad-st.
 Pavy, Wm, Elcombe Hall, nr Swindon, Miller. July 1. Minet & Smith,
 New Broad-st.
 Webb, Richd Thos, Leadenhall-st, Merchant. Aug 16. Thomson & Son,
 Cornhill.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 13, 1864.

Almond, John, Clifford-st, Bond-st, Hotel Keeper. June 8. Almond &
 Almond, V.C. Stuart.
 Ayre, John, jun, Bristol, Solicitor. June 20. Ayre & Jenkins, V.C. Stuart.
 Barker, Arabella Tuck, Bath, Spinster. May 23. Re Barker, V.C. Wood.
 Bird, Hannah Eliz Wilberforce, Sussex-sq, Hyde-park, Widow. Oct 29.
 Bird & Gibson, M.R.
 Calcott, Rev John, Lincoln College, Oxford, B.D. June 16. Bennett &
 Short, M.R.
 Dean, Ambrose, Addington, York. June 10. Dean & Greenwood, V.C.
 Stuart.
 Hinde, Thos, Whitehaven, Sail Maker. June 13. Hinde & Thompson,
 V.C. Stuart.
 Iberson, John Mark, Lockwood, nr Huddersfield, Stonemason. June 16.
 Iberson & Varley, V.C. Stuart.
 Laurence, John, Lpool, Merchant. July 4. Laurence & Maule, V.C.
 Kindersley.
 Lawrence, Thos, Nethertown, Stafford, Farmer. June 14. Brownson &
 Lawrence, M.R.
 Neale, John, Hewshott-hill, Southampton. June 9. Brown & Mellersh,
 M.R.
 Pursford, Robt, Hawley-pl, Kentish-town, Cheesemonger. June 6.
 Pursford & Emery, M.R.
 Straughton, Eliz, Bishopwearmouth, nr Sunderland, Widow. June 13.
 Straughton & Tate, M.R.
 Usher, Saml, Southgate, Middx, Gardener. June 10. Daggett & Boone,
 V.C. Stuart.
 Vye, Eliz, Iffracombe, Devon, Spinster. June 18. Backhouse & Brewer,
 V.C. Stuart.

TUESDAY, May 17, 1864.

Cooley, William, Nottingham, Gent. June 15. Cooley & Cooley, M.R.
 Sutcliffe, Chas, Kirkburton, York, Brewer. June 10. Lockwood & Sut-
 cliffe, V.C. Wood.
 Turner, Thos, Hurworth, Durham, Yeoman. Nov 1. Appleton & Austen,
 V.C. Stuart.
 Williams, Amelia Frances Mark, Bridgtown, Barbadoes, Storekeeper. Nov
 1. Appleton & Austen, V.C. Stuart.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 13, 1864.

Adie, Chas Joseph, Birm, Stamper. April 15. Conv. Reg May 13.
 Aldwinckle, Thos, Upper-st, Islington, Draper. April 14. Conv. Reg
 May 12.
 Armstrong, Fredk Wm, Cardiff, Wine Merchant. April 19. Conv. Reg
 May 13.
 Beeton, Hy, Mile-end-rd, Baker. April 11. Comp. Reg May 9.
 Bootman, Thos, Wellgate, Lancaster, Grocer. April 25. Conv. Reg
 May 13.
 Brooke, Joseph Alfred, & Dougill Spence, Manch, Bakers. April 14.
 Conv. Reg May 12.
 Brady, John Drumgoole, Bryanston-st, Portman-sq, Gent. May 7. Comp.
 Reg May 11.
 Capewell, John, Derby, Publican. April 18. Comp. Reg May 11.
 Connold, Wm Henri, York, Watch Maker. April 21. Asst. Reg May 11.
 Collins, Chas, Melton, Suffolk, Auctioneer. April 21. Conv. Reg May 10.
 Daffern, John Messenger, Nuneaton, Warwick, Draper. April 15. Asst.
 Reg May 11.
 Derry, Hy, Bickenhead, Joiner. April 18. Conv. Reg May 13.
 Eastwood, John, Rochdale, Cotton Waver. April 25. Comp. Reg
 May 12.
 Ferguson, Jas, Knightsbridge, Draper. April 16. Conv. Reg May 13.
 Frushard, Geo Edwd, Leadenhall-st, Ship Broker. April 30. Conv.
 Reg May 12.
 Free, Geo, Madingley, Cambridge, Farmer. April 28. Conv. Reg
 May 11.
 Furr, Jas, Pilton, nr Hitchin, Publican. May 6. Comp. Reg May 11.
 Gore, Jas Hy, Tedstone-de-la-Mere, Hereford, Farmer. April 14. Release.
 Reg May 11.
 Hacking, John, Manch, Calico Painter. April 16. Asst. Reg May 12.
 Hankin, John, Ince Blundell, Lancashire, Wheelwright. April 18. Conv.
 Reg May 13.
 Hargraves, John, Carlisle, Saddlers' Ironmonger. April 13. Asst. Reg
 May 11.
 Hart, John Webster, Lpool, Hide Merchant. April 14. Release, Reg
 May 12.
 Hayton, Wm, Preston, Lancaster, Butcher. April 13. Conv. Reg May 10.
 Henderson, Wm, Lpool, Hosier. April 13. Asst. Reg May 11.
 Hill, Aswald, Berkeley, Gloucester, Baker. April 19. Conv. Reg May 10.
 Hopkins, Thos, Weymouth, Grocer. April 25. Conv. Reg May 12.
 Huckle, Wm Newland, Codicote, Hertford, Victualler. April 16. Conv.
 Reg May 11.
 Huxtable, Wm, Bishop's Tawton, Devon, Butcher. April 15. Conv.
 Reg May 11.
 James, Thos, Powis-st, Woolwich, Ironmonger. April 15. Asst. Reg
 May 11.
 King, Christopher Richardson, Kentish Town-rd, Grocer. May 3. Comp.
 Reg May 11.
 Matthews, Hy, Culvert-rd, Battersea-park, Builder. April 16. Conv.
 Reg May 12.
 Mappo, Wm Geo, Bromley, Middx, Oilman. April 16. Conv. Reg
 May 1.
 McGarry, Patrick, Bolton, Broker. April 13. Conv. Reg May 10.
 Meredith, Robt, Llandudno, Carnarvon, Grocer. April 15. Comp. Reg
 May 11.

Oldaker, Josiah, Newport, Isle of Wight, Grocer. April 19. Conv. Reg
 May 12.
 Peel, John, Heckmondwike, York, Blanket Manufacturer. April 18.
 Conv. Reg May 12.
 Pennington, Jonathan, Goston, Manch, Tailor. April 23. Release. Reg
 May 13.
 Pritchard, John, Wharf-rd, Caledonian-rd, Cheesemonger. May 4.
 Comp. Reg May 11.
 Thomas, Saml, Powey, Cornwall, Draper. April 15. Asst. Reg May 12.
 Scott, Geo Gardner, & Thos Scott, North Shields, Builders. April 13.
 Conv. Reg May 11.
 Staples, John, Cheltenham, Fly Proprietor. May 9. Release. Reg May 13.

TUESDAY, May 17, 1864.

Brendon, Wm Edwd, Liskeard, Cornwall, Innkeeper. April 21. Conv.
 Reg May 14.
 Davies, David, Neyland, Pembroke, Butcher. May 3. Conv. Reg
 May 13.
 Gale, Maria Amelia Susan, Dedham, Essex, Widow. April 18. Comp.
 Reg May 14.
 Gillard, Wm, Cross-st, Finsbury, Drysalter. May 11. Comp. Reg
 May 14.
 Goodall, John, Kemerton, Gloucester, Butcher. May 9. Asst. Reg
 May 16.
 Hassall, Wm, Longton, Stafford, Grocer. April 27. Conv. Reg May 16.
 Hill, John, Manch, Machinist. April 27. Comp. Reg May 16.
 How, Wm Saml, Victoria-rd, Kentish Town, Corn Dealer. May 13.
 Comp. Reg May 16.
 Johnson, Danl, Turton, Beaufort-buildings, Strand, Merchant. May 14.
 Comp. Reg May 17.
 Lambert, Joseph, Spring Vale, Derby, Contractor. May 7. Conv. Reg
 May 14.
 Mason, Wm John, Pembury-grove, Lower Clapton, Clerk in the Inland
 Revenue Office. May 13. Comp. Reg May 16.
 Mitchell, John, Huddersfield, York, Mungo and Waste Dealer. April 20.
 Conv. Reg May 14.
 Nevill, Alfred Hooper, Price's-ter, Southwark, Miller. April 15. Comp.
 Reg May 12.
 Newth, John Adrian, Grange-rd, Bermondsey, Tailor. April 27. Comp.
 Reg May 14.
 Nicholas, Jas, Earlstown, Lancaster, Oil Refiner. May 10. Conv. Reg
 May 14.
 Osmond, Alfred Giles, Gopsall-st, Hoxton, Alehouse Keeper. April 16.
 Comp. Reg May 13.
 Reed, Jas Wm, Frederick-pl, Gray's-inn-rd, Gent. May 13. Comp.
 Reg May 16.
 Rix, Chas Edwd, Norwich, Grocer. April 15. Conv. Reg May 16.
 Smith, Hy, St Alban's, Hertford, Plumber. April 22. Comp. Reg May 16.
 Stark, Wm, Mark, Somerset, Wine and Spirit Merchant. May 2. Conv.
 Reg May 14.
 Walton, Matilda, and Louisa Walton, Fleet-st, Wholesale Toy Dealers.
 April 25. Conv. Reg May 16.

Bankrupts.

FRIDAY, May 13, 1864.

To Surrender in London.

Anderson, David, Cardigan-st, Hampstead-rd, Railway Clerk. Pet May
 9. May 31 at 2. Lawrence & Co, Old Jewry-chambers.
 Annegarn, Bernard Joseph Christian, Leadenhall-st, Merchant. Pet May
 11. May 31 at 11. Linklaters & Hackwood, Walbrook.
 Baureman, Hillary John, Clock-lane, Cannon-st, Merchant. Pet May 12.
 May 28 at 12. George & Armstrong, Sise-lane.
 Bird, Earl, Kingsland-rd, Gasfitter. Pet May 9. May 30 at 12. Fallows
 & Son, Regent-st.
 Cooper, Jas, Albion-rd, Hampstead, no business. Pet May 11. May 31
 at 12. Sydney & Son, Finsbury-circus.
 Cox, Danl Wm, Portenue-rd, Paddington, Omnibus Driver. Pet May 11.
 May 31 at 2. Herring, Stafford-st.
 Crook, John, Lamb-st, Spitalfields, Wholesale China and Glass Dealer.
 Pet May 7. May 31 at 1. Silvester, Gt Dover-st.
 Curtis, Edm, jun, Herne Bay, Victualler. Pet May 9. May 28 at 1.
 Harrison & Lewis, Old Jewry.
 Dean, Fredk Hy, Euston-rd, Compositor. Pet May 10. May 28 at 1.
 Tomlins, Lincoln's-inn-fields.
 Easy, Wm, Victoria-grove, Brompton, Stationer and Account Book Manu-
 facturer. Pet May 9. May 30 at 12. Prall & Nickinson, Chancery-
 lane.
 Gatley, Edwin Fredk, Edward-sq, Caledonian-rd, Mill Sawyer. Pet May
 11. May 31 at 12. Pope, Austin-frirs.
 Houghton, Robt Wm, Kingsland, Comm Agent. Pet May 9. May 31 at
 11. Chidley, Old Jewry.
 Le Pla, Jas, Wisbeach, Tailor. Pet April 13. May 28 at 1. Sole & Co,
 Aldermanbury, and Miller & Co.
 Mason, Chas Joseph, Myatt's-rd, Camberwell New-rd, Comm Agent. Pet
 May 10. May 31 at 11. Pierpoint, Leicester-sq.
 Miles, Chas Thos, Guildford, Grocer. Pet May 6. May 31 at 1. White,
 Dane's-lane and Guildford.
 Morran, John, Plumstead, Tailor. Pet May 11. May 31 at 12. Hughes,
 Woolwich.
 Pullan, Alfred Arthur, Priory-rd, Wandsworth-rd, Tailor's Assistant. Pet
 May 10. May 28 at 11. Dean & Co, Gray's-inn.
 Randall, Richd, Norwich, Grocer. Pet May 9. May 31 at 11. Doyle,
 Verulam-bldgs, for Hackham, Norwich.
 Walker, Frank Falconer, Bedford-pl, Kensington, Law Student. Pet May
 6. May 31 at 2. Chandler, Bucklersbury.
 Ward, Geo, Hackney, Fishmonger. Pet May 7. May 28 at 1. Wood,
 Basinghall-st.
 Welham, Charles Fredk, Shenfield, Miller. Pet May 10. May 31 at 1.
 Waldron, Lamb's Conduit-st.
 Williams, Joseph, Kent-st, Borough, Tobacco Pipe Maker. Pet May 6.
 May 28 at 12. Bramwell, Scott's-yd, Cannon-st.

To Surrender in the Country.

Adcock, Hy, Corby, Lincoln, Butcher. Pet May 9. Grantham, May 26
 at 11. Law, Stamford.
 Allen, Jas, Southampton, Confectioner. Pet May 9. Southampton, May
 24 at 12. Mackey, Southampton.

Ashfield, Job, Nash, Monmouth, Butcher. Pet May 9. Newport, May 24 at 11. Baileich, Newport.
 Barnes, Wm Robt, Colegate, Norwich, Cabinet Maker. Pet May 6. Norwich, May 23 at 11. Sudd, Norwich.
 Bastin, John, Plymouth, Assistant to a Provision Merchant. Pet April 25. East Stonehouse, May 30 at 11. Fowler, Plymouth.
 Beckwith, Saml, Lpool, Hide Broker. Pet May 12. Lpool, May 27 at 11. Evans & Co, Lpool.
 Bodell, Wm, Derby, Shopkeeper. Pet May 10. Derby, May 31 at 12. Gamble, Derby.
 Brown, Wm, Blackpill, Glamorgan, Contractor. Pet April 20. Bristol, May 25 at 11. Boor, Swansea, and Henderson, Bristol.
 Bryant, Geo, Forton, nr Gosport, Oilman. Pet May 10. Portsmouth, May 24 at 11. Paffard, Fortsea.
 Carson, Alex, Castle Church, Stafford, Tea Dealer. Pet May 11. Stafford, May 28 at 10. Hinds, Stafford.
 Cockayne, Joseph, Sheffield, Butcher. Pet May 11. Sheffield, May 25 at 1. Mason, Sheffield.
 Collinge, Wm, Burnley, Lancaster, Watchmaker. Pet May 11. Manch, May 27 at 12. Backhouse & Whittam, Burnley, and Cobbett & Wheeler.
 Collinge, Hy, Arlwick, Manch, Goods Porter. Pet May 10. Manch, May 24 at 9.30. Horner, Manch.
 Davies, Jas Morris, Swansea, Bootmaker. Pet May 12. Swansea, May 24 at 12. Morris, Swansea.
 Davies, Wm, Hereford, Timber Dealer. Pet May 10. Birm, May 30 at 12. Woosnam & Lloyd, Newtown, and Wright, Birm.
 Davison, Thos Dryden, Monkseaton, Northumberland, Brewer. Pet May 11. Newcastle-upon-Tyne, May 25 at 1. Hoyle, Newcastle-upon-Tyne.
 Delbridge, Wm, Truro, Mason. Pet May 7. Truro, May 23 at 11. Marshall, Truro.
 Denno, Benj, Ventnor, Isle of Wight, Baker. Pet May 9. Newport, May 25 at 1. Beckingale, Newport.
 Dowell, Eliz, Birm, Assistant to a Beerhouse Keeper. Pet May 9. Birm, June 6 at 10. Parry, Birm.
 Eastwood, Solomon, Bidston, Chester, Licensed Victualler. Pet May 9. Birkenhead, May 25 at 11. Moore, Birkenhead.
 Ferrari, Achille, Dewsbury, York, Rag Merchant. Pet May 2. Leeds, May 25 at 11. Scholes & Bracey, Dewsbury, and Bond & Barwick, Leeds.
 Foale, Hy, Kingston-upon-Hull, Gas Filter. Pet May 10. Leeds, June 1 at 12. Eaton & Bellby, Hull.
 Hacche, John, Swansea, Cabinet Maker. Pet May 5. Swansea, May 24 at 2. Morris, Swansea.
 Hardy, Robt, Hickling, Nottingham, Farming Bailiff. Pet May 10. Bingham, July 19 at 12. Maples, Nottingham.
 Hickman, Hy, Tipton, Stafford, Timber Dealer. Pet May 12. Birm, May 30 at 12. Sheldon, Wednesbury, and Wright, Birm.
 Hill, Ambrose, Birm, Gun Maker. Pet May 9. Birm, June 6 at 10. Sargent, Birm.
 Hill, Wm, Lancaster, Licensed Victualler. Pet May 10. Manch, May 25 at 11. Gardner, Manch.
 Hull, Wm, Ormskirck, Lancaster, Miller. Pet May 6. Ormskirck, May 19 at 10. Parr, Ormskirck.
 Hutchinson, John, Lpool, Bookbinder. Pet May 4. Lpool, May 24 at 2. Husband, Lpool.
 Jones, Thos, Assistant to a Provision Dealer. Pet May 9. Lpool, May 27 at 1. Henry, Lpool.
 Jones, Thos, Hoylake, Chester, Fisherman. Pet May 10. Birkenhead, May 25 at 11. Ward, Lpool.
 Lill, Geo Simeon, Kingston-upon-Hull, Draper. Pet May 9. Leeds, June 1 at 12. Chester, Hull.
 Long, Benj, Guildford, Cutler. Pet May 10. Guildford, May 28 at 1. White, Dane's-inn, Strand, and Guildford.
 Madden, Luke, Lpool, Wholesale Butcher. Pet May 9. Lpool, May 30 at 11. Husband, Lpool.
 Martin, Hy, Hanley, Stafford, Potter. Pet May 10. Hanley, June 11 at 11. Tennant, Hanley.
 Mason, John Wright, Birkenhead. Adj May 10. Lpool, May 27 at 11. McVey, Hugh, Lpool, Boot Maker. Pet May 10. Lpool, May 30 at 3. Harris, Lpool.
 Middleton, Thos, Leeds, Warehouseman. Pet May 11. Leeds, May 27 at 12. Harle, Leeds.
 Millward, Edwin, Birm, Gun Stocker. Pet May 9. Birm, June 6 at 10. Parry, Birm.
 Norman, Fletcher, Gt Broughton, Cumberland. Pet May 6. Cocker-mouth, May 23 at 3. Ramsay, Cocker-mouth.
 Norvill, Wm, Weston-super-Mare, Tailor. Pet May 2. Weston super-Mare, May 18 at 12. Smith.
 Parkin, Thos, Kingston-upon-Hull, Merchant's Clerk. Pet May 10. Leeds, May 25 at 12. Walker, Hull.
 Payne, Jas, Everton, Lancaster, Boot Maker. Pet May 9. Lpool, May 30 at 3. Hans, Lpool.
 Peag, Wm, California, Ipswich, Servant. Pet May 9. Ipswich, May 24 at 11. Moore, Ipswich.
 Robertson, Robt, Lpool, Block Maker. Pet May 9. Lpool, May 23 at 11. Yates & Co, Lpool.
 Robinson, John, Brandesburton, York, Joiner. Pet May 10. Beverley, May 31 at 10. Bainton, Beverley.
 Scarlett, Thos, Southport, Dealer in Tiles. Pet May 10. Lpool, May 30 at 11. Pemberton, Lpool.
 Smadley, Geo Wm, Lpool, Plumber. Pet April 28 (for pau). Lpool, May 26 at 8. Evans & Co, Lpool.
 Stein, Moritz, Birm, Merchant. Pet May 3. Birm, May 27 at 12. Southall & Nelson, Birm, and Robinson, Birm.
 Swift, Jas, Shiffnal, Salop, Puddler. Pet May 9. Madeley, June 11 at 12. Walker, Wellington.
 Tayner, Fredk, Cambridge, Fish Dealer. Pet May 9. Cambridge, May 27 at 12.30. Whitehead & French, Cambridge.
 Williams, Edwd, Caerbricks, nr Swansea, Builder. Pet May 9. Swansea, May 24 at 12. Morris, Swansea.

THURSDAY, May 17, 1864.

To Surrender in London.

Aldis, Abner, Hackney-rd, Draper. Pet May 12. May 30 at 12. Reed & Phelps, Gresham-st.
 Bedford, Ann, Great Bath-st, Clerkenwell, Shopkeeper. Pet May 14. May 30 at 1. Holt & Mason, Quality-ct.
 Blythton, Chas, Williams-pl, Westminster, Butcher. Pet May 13. May 31 at 12. Bramwell, Scott's-yd, Cannon-st.

Boffin, Wm, jun, Hamilton-ter, Baywater, Plumber. Pet May 12. May 30 at 2. Marshall, Hatton-garden.
 Clarke, John Heard, Nicholas-lane, Accountant. Pet May 11. June 7 at 11. Mount, Sise-lane.
 Cooke, John, Hornsey-rd, Lodging-house Keeper. Pet May 14. May 21 at 2. Murton, Austin-chars.
 Evers, Wm Evans, Dorset-mews, Clapham-rd, Builder. Pet May 12. May 31 at 12. Kempster, Kennington-lane.
 Farr, Geo, Bridport-pl, Hoxton, Timman. Pet May 12. May 31 at 12. Wood & Ring, Basinghall-st.
 Hudson, Dennis, London-st, Paddington, Assistant to a Warehouseman. Pet May 12. May 31 at 11. Holt & Mason, Quality-ct.
 Hunt, Chas John, Frederick's-pl, Upper Kennington-lane, Comm Clerk. Pet May 12. May 31 at 12. Drew, New Basinghall-st.
 Moors, Fredk, Horseferry-rd, Westminster, Harness Maker. Pet May 13. May 31 at 11. Preston & Dorman, Gresham-st.
 Moss, Alfred Raphael, Martin's-lane, Cannon-st, Attorney. Pet May 14. May 31 at 1. Robertson, Martin's-lane, Cannon-st.
 Pate, Wm, Bray Mills, nr Maidenhead, Miller. Pet April 18. May 30 at 2. Sole & Co, Aldermanbury.
 Rayner, John, Englefield-ter, De Beauvoir-town, out of business. Pet May 10. May 31 at 11. Beard, Basinghall-st.
 Rutland, Alf, Gervais-st, Edlington, Clerk. Pet May 11. May 30 at 1. Peckham & Salt, Doctors'-commons.
 Solomons, Abraham, Bushey, Hertford, Cattle Dealer. Pet May 12. May 30 at 1. Drake & Son, Walbrook.
 Smith, Timothy John Sydney, New Bridge-st, Kennington-lane, out of business. Pet May 10. May 30 at 1. Poole, Bartholomew-close.
 Spong, Octavius Nash, Greenwich, Paymaster in H.M.'s Navy. Pet May 11. May 31 at 11. Orchard, John-st, Bedford-row.
 Welch, Frederick Joseph, Waltham-cross, Hertford, Farm Bailiff. Adj May 12. May 30 at 2. Airdridge.

To Surrender in the Country.

Bailey, Richd, Market-pl, Beverley, Boot Maker. Pet May 11. Leeds, June 1 at 12. Summers, Hull.
 Bamford, Martha, Small Bridge, nr Rochdale, Grocer. Pet May 13. Manch, May 31 at 11. Standing, Rochdale.
 Boon, Amos, Sheffield, Comm Traveller. Pet May 14. Sheffield, June 2 at 1. Micklethwaite, Sheffield.
 Barnes, Sanderson, Oakenshaw, Lancaster, Licensed Victualler. Pet May 12. Manch, May 30 at 12. Banister, Accrington.
 Brearcliffe, Ann, Corrogate, York, Hotel Keeper. Pet May 12. Leeds, June 1 at 11. Shaw & Co, Leeds.
 Casely, John, Bellbroughton, Worcester, Labourer. Pet May 13. Broms-grove, May 27 at 11. Dodd, Broms-grove.
 Chinery, Geo, Essex, Dealer. Pet May 10. Subbury, May 26 at 12. Cardinall, Halstead.
 Cole, Hy, Standish, nr Stonehouse, Gloucester, Boot Maker. Pet May 14. Gloucester, June 1 at 12. Wilkes, Gloucester.
 Dale, Benj, Dutton, Salford, Silk Manufacturer. Adj May 10. Chester, May 31 at 12. Pott, Manch.
 Evans, John, Cardiff, Block Maker. Pet May 10 (for pau). Cardiff, May 28 at 11. Langley, Cardiff.
 Folkard, Geo, Norwich, Grocer. Pet May 14. Norwich, May 30 at 11. Rackham, Norwich.
 Green, Geo, Oldham, Cotton Waste Dealer. Pet May 12. Manch, June 6 at 12. Leigh, Manch.
 Green, Jas, Manch, & Wm Green, Wigan, Carriers. Pet May 14. Manch, June 1 at 11. Hall & Janion, Manch.
 Hall, Wm, Llanelly, Carmarthen, Flour Merchant. Pet May 14. Bristol, May 31 at 11. Jones, Llanelly, and Press & Inskip, Bristol.
 Henson, Wm, Barrowby, Lincoln, Grocer. Pet May 12. Grantham, May 27 at 11. Palmer, Grantham.
 Huddleston, Moses, Farley, York, Grocer. Pet May 13. Bradford, May 31 at 10. Hutchinson, Bradford.
 Hughes, Thos Morris, Shrewsbury, Gent. Pet May 12. Shrewsbury, May 29 at 11. Kough, Shrewsbury.
 Lanning, Thos, Fortsea, Baker. Pet May 13. Portsmouth, May 27 at 11. Paffard, Fortsea.
 Lucas, John, Cardiff, Licensed Victualler. Pet May 12. Cardiff, May 30 at 11. Ensor, Cardiff.
 Liddell, Geo, Cardewlees, Cumberland, Labourer. Pet May 9. Wighton, May 19 at 11. Stamper, Wighton.
 Lloyd, Wm, Lpool, no business. Pet May 13. Lpool, May 27 at 12. Evans & Co, Lpool.
 Longden, Mathias, Rushton Spencer, Stafford, Journeyman Carpenter. Pet May 13. Leek, May 28 at 11. Cooper, Congleton.
 Marshall, Wm, Brabourne, Kent, Wheelwright. Pet May 10. Ashford, May 30 at 1. Delaunay, Canterbury.
 Morris, Edwd, Almeley, Hereford, Carpenter. Pet May 10. Kingston, May 24 at 11. Cheese, Kingston.
 Palmer, Jeremiah Griffiths, Handsworth, Stafford, Architect. Pet May 8. Stafford, June 8 at 12. Eshworth, Wednesbury.
 Parker, Thos, Eardisley, Hereford, Blacksmith. Pet May 4. Kingston, May 27 at 11. Cheese, Kingston.
 Perrin, Joseph Joshua, Wigan, Ironmonger. Pet May 12. Manch, May 30 at 12. France, Wigan.
 Phillips, David, Abersychan, Monmouth, out of business. Pet May 14. Pontypool, June 2 at 11. Lloyd, Pontypool.
 Phillips, Jas, Shambles, Worcester, Greengrocer. Pet May 11. Worcester, May 31 at 11. Wilson, Worcester.
 Robinson, Thos Fisher, Manch, Cotton Waste Dealer. Pet May 12. Manch, May 30 at 12. Leitch, Manch.
 Seyner, John, Hedon, East Riding, York, Keelman. Pet May 11. Hedon, May 30 at 12. Pettigrell & Ayre.
 Sellers, Sarah, & Geo Hy Tetley, Dudley-hill, nr Bradford, Card Makers. Pet May 5. Leeds, June 1 at 11. Butler, Bradford, and Cariss & Tempest, Leeds.
 Shovel, Chas Jas Trood, Plymouth, Carpenter. Pet May 14. East Stonehouse, June 1 at 11. Gidley, Plymouth.
 Southgate, Saml, Wells-next-the-Sea, Norfolk, Comm Agent. Pet May 14. Little Walsingham, May 30 at 3. Loynes, Wells-next-the-Sea.
 Sykes, Wm, Brierley-hill, Stafford, Clerk. Pet May 13. Stourbridge, June 1 at 10.
 Taylor, Fredk, Corston, Somerset. Pet April 21 (for pau). Taunton, May 30 at 2. Giles, Taunton.
 Voller, Jas, Rogate, Sussex, Inkkeeper. Pet May 13. Midhurst, June 6 at 2. White, Dane's-inn, Strand, and Guildford.

Weeks, Jas Eastridge, Devonport, Coachbuilder. Pet May 12. East Stonehouse, May 30 at 11. Edmonds & Fen, Plymouth.
Wyatt, Saml, Aberystwyth, Monmouth, Painter. Pet May 14. Pontypool, June 2 at 12. Greenway & Bryherway, Pontypool.
Yarwood, Thos, Wotton, Chester, Boot Maker. Pet May 11. Northwich, June 1 at 10. Bent, Castle Northwich.
York, John, Winford, nr Bath, Farmer. Pet April 21 (for pan). Taunton, May 30 at 2. Giles, Taunton.

BANKRUPTCIES ANNULLED.

FRIDAY, May 13, 1864.

Bralthwaite, Wm, Stockton-on-the-Forest, York, Brick and Tile Maker. May 10.
Connold, Wm Henri, York, Watchmaker. May 10.
Dumbrell, John Neville, Jun, Eastbourne, Baker. May 12.
Sams, John Hy, Leigh-st, Red Lion-sq, Licensed Victualler. May 9.
TUESDAY, May 17, 1864.
Dowell, Wm, Lower Landing, Sussex, Licensed Victualler. May 9.

Scotch Sequestrations.

FRIDAY, May 13, 1864.

Cameron, Allan, nr Beaulieu, Sheep Farmer. Seq May 10. Meeting, May 23 at 1, Robertson's National Hotel, Dingwall.
Fraser, Donald, Lower Culternie, nr Inverness, Farmer. Seq May 6. Meeting, May 17 at 2, Union Hotel, Inverness.
Henderson, Wm, Baker, Pollokshaws. Seq May 9. Meeting, May 20 at 12, County Hotel, Paisley.
Jones, Jas David, Glasgow, Restaurant and Tavern Keeper. Seq May 9. Meeting, May 17 at 12, Faculty Hall, Glasgow.
McAlister, Jas Denoon, Ardnamoan, Island of Mull, Argyle, Farmer. Seq May 7. Meeting, May 21 at 12, Argyle Hotel, Dumoon.
Ramage, Alex, Leith, Victual Dealer. Seq May 10. Meeting, May 30 at 12, Dowell's-rooms, Edinburgh.
Shanks, Jas, Wattstown, nr Airdrie, Lanark, Farmer. Seq May 10. Meeting, May 30 at 12, Royal Hotel, Airdrie.
Swanson, Geo Callan, Thurso, Watchmaker. Seq May 7. Meeting, May 21 at 12, Caledonian-inn, Thurso.
Walker, Johnston, & Co, Glasgow, Loom Cloth Manufacturers. Seq May 10. Meeting, May 20 at 12, Faculty-hall, Glasgow.

TUESDAY, May 17, 1864.

righton, Jas, Old Cumnock, Ayr, General Draper. Seq May 10. Meeting, May 20 at 11, Queen's Hotel, Ayr.
Ferre, John Dickson, Leith, Solicitor. Seq May 12. Meeting, May 26 at 3, Lyon & Turnbull's rooms, Edinburgh.
Moore, Geo, Coldstream, Farmer. Seq May 14. Meeting, May 25 at 2, Newcastle Arms, Coldstream.
Muir, Wm, & Jas Muir, Paisley, Grain Millers. Seq May 13. Meeting, May 25 at 1, County Hotel, Paisley.
Munro, Wm, Newton, nr Elgin, Wheelwright. Seq May 14. Meeting, May 22 at 1, Gordon Arms Hotel, Elgin.
Watt, Wm, Ronghrigg, Lanark, Farmer. Seq May 13. Meeting, May 25 at 12, Royal Hotel, Airdrie.

ESTATE EXCHANGE REPORT.

AT THE MART.

May 17.—By Messrs. BEADEL.

The manor or lordship of Holywell-cum-Needwingham, Huntingdonshire, extending over 1,628 acres, and including numerous houses, messuages, homesteads, orchards, and premises, estimated annual value of which is between £4,500 and £5,000.—Sold for £16,300.

Freehold estate, containing 516a. 0r. 35p., situate in the parishes of Mad-dington and Winterborne Stoke, Wiltshire, comprising a farm, farm residence, garden, orchard, and stabling, farm buildings and cottage, &c.—Sold for £13,500.

Freehold residential estate, known as the Rectory Manor House, situate in the parish of Walthamstow, Essex, comprising a residence with pleasure grounds, stabling, coach houses, farm homestead, and three enclosures of pasture land, embracing together 22a. 0r. 10p.—Sold for £7,900.

Copyhold, 4 enclosures of arable land, situate in the parish of Weasenham St Peter, Norfolk, containing 28a. 3r. 10p.—Sold for £1,500.

Freehold and part copyhold, 2 enclosures of accommodation land, situate as above, containing 5a. 3r. 11p.—Sold for £440.

Freehold, 2 enclosures of pasture land, situate in the parish of Weasenham All Saints, containing 4a. 0r. 24p.—Sold for £300.

By Messrs. DEREHAM & TEWSON.

Freehold, 7 houses, 3 having shops, being Nos. 1 to 7, White's-cottages, Bridge-street, Fulham, producing a rental of £144 8s. per annum.—Sold for £1,240.

Leasehold ground-rent, amounting to £34 per annum, secured on 5 houses (2 having shops) situate close to Wilmington-square—Sold for £515.

Freehold beer shop, known as the Rising Sun, situate at Twyford, Berks; let at £36 16s. per annum—Sold for £450.

Freehold residence, known as Lansdowne House, situate nearly opposite the above; let at £16 16s. per annum—Sold for £260.

Leasehold, 2 residences, known as Woodbine Lodge and Balmoral Villa, situate in Coburn New-road, near Victoria-park; held for about 61½ years at a ground-rent of £21 per annum; producing £56 per annum.—Sold for £310.

May 18.—By Messrs. NORTON, HOGGART, & TRIST.

Freehold estate, comprising the Town and Hill Farms, with farm houses and corn-mill, &c., the whole containing about 278 acres, situate at Chalfont and Amersham, Bucks—Sold for £10,500.

Freehold dwelling-house, with stable, chaise-house, and an enclosure of meadow land comprising about 1 acre, situate at Chalfont, St. Giles, Bucks—Sold for £500.

Leasehold residence, known as Warrington Lodge, situate in Crown-lane, Norwood; held for an unexpired term of 31 years from Lady-day last, at a rent of £65 per annum.—Sold for £1,900.

Freehold plot of building ground, situate fronting the high road, Lee, Kent; let at £10 10s. per annum—Sold for £165.

Freehold cottage, with garden, adjoining above; let for a term of 15 years from February, 1864, at a rent of £15 per annum—Sold for £210.

Freehold cottage, with shop, adjoining above; let for a term of 21 years from February, 1864, at a rent of £20 per annum.—Sold for £305.

Freehold plot of building land, situate near Wandsworth-common—Sold for £200.

Freehold plot of building land, with shed, situate near Wandsworth-common—Sold for £180.

Freehold plot of building land, situate near Wandsworth-common—Sold for £200.

Freehold plot of building land, with shed, situate near Wandsworth-common—Sold for £280.

10 £10 shares in the Bedford Hotel Company, Brighton—Sold for £2 10s. per share.

By Messrs. WILKINSON & HOANE.

Absolute reversionary interest in £1,994 15s. 3d., Reduced £3 per Cent. Annuities, expectant on the death of a lady aged 77 years—Sold for £1,200.

Freehold dwelling-house and business premises, with stabling, and half an acre of garden, &c., situate in the High-street, Great Missenden, Bucks—Sold for £920.

Copyhold, 2 dwelling-houses, with shops, situate and being in High-street, Epsom; let at rents amounting to £58 10s. per annum—Sold for £720.

AT GARRAWAY'S.

May 13.—By Mr. ROBERT REED.

Freehold estate, known as Berry Grove, situate in the parish of Liss, Southampton, comprising a residence with coach house and stable, agricultural buildings, a spacious farm yard and cottage, together with 196a. 1r. 33p. of meadow, pasture, and arable land—Sold for £5,350.

Freehold allotment of pasture land, situate on Woolmer Common, in the parish of Liss, Southampton, containing 10a. 0r. 24p.—Sold for £65.

Leasehold premises, being No. 245, Regent-street; held for an unexpired term of 51 years; ground rent, £150 per annum; let at £640—Sold for £5,900.

Leasehold business premises, being No. 248, Regent-street; held for a similar term as above; ground-rent, £120; let at £270—Sold for £2,700.

Leasehold business premises, also being No. 248, Regent-street; held for a similar term as above—Sold for £1,450.

Leasehold business premises, being No. 250, Regent-street; similar term; ground-rent, £120 per annum; let at £300 per annum—Sold for £2,500.

Leasehold business premises, being No. 252, Regent-street; similar term; ground-rent and rental as above—Sold for £3,850.

Leasehold business premises, being No. 254, Regent-street; held for a similar term as above; ground-rent, £60 per annum; let at £255 per annum—Sold for £4,050.

Leasehold residence, being No. 3, Little Argyll-street, Regent-street; held for a similar term as above; ground-rent, £40 per annum; let at £120 per annum—Sold for £1,140.

Leasehold residence, being No. 2, Little Argyll-street aforesaid; similar term and ground-rent as above; let at £125 per annum—Sold for £1,180.

Freehold ground-rent of £70 per annum, arising out of 16 houses (2 with shops) situate in Portobello-terrace and Bulmar-terrace, Notting-hill-gate—Sold for £1,525.

Freehold ground-rent of £7 10s. per annum, arising out of a residence being No. 1, Aubrey-villas, Notting-hill square—Sold for £180.

Freehold ground-rent of £7 10s. per annum, arising out of a residence being No. 2, Aubrey-villas, Notting-hill square—Sold for £170.

Freehold ground-rent of £7 10s. per annum, arising out of a residence being No. 3, Aubrey-villas—Sold for £160.

Freehold ground-rent of £7 10s. per annum, arising out of a residence being No. 4, Aubrey-villas—Sold for £175.

Freehold ground-rent of £8 per annum, arising out of a residence being No. 5, Aubrey-villas—Sold for £200.

Freehold ground-rent of £4 per annum, arising out of a residence being No. 6, Aubrey-villas—Sold for £150.

Freehold ground-rent of £35 per annum, arising out of a residence known as Aubrey Lodge, Notting-hill square—Sold for £295.

Freehold premises, situate in Ernest-street, White Horse-lane, Stepney—Sold for £155.

Leasehold improved rental of £20 per annum, arising out of 7 dwelling-houses situate in Bulmer-place, Notting-hill—Sold for £320.

Leasehold improved rental of £40 per annum, secured on premises, being No. 126, High-street, Notting-hill—Sold for £590.

Leasehold improved rental of £110 per annum, secured on 2 shops, being No. 122 & 124, High-street, Notting-hill—Sold for £510.

Leasehold improved rental of £12 per annum, secured on a dwelling-house and shop, being No. 120, High-street, Notting-hill—Sold for £230.

Leasehold premises, situate and being No. 18, High-street, Notting-hill, comprising a dwelling-house and shop, with workshop; also a cottage with stabling, &c., in the rear—Sold for £1,210.

TO BE SOLD, pursuant to an Order of the High

Court of Chancery, made in a cause of *Trissider v. Deane*, with the approbation of the Master of the Rolls, by Messrs. BROAD, PRITCHARD, & WILTSHIRE, the persons appointed by the said Judge, at the AUCTION MART, in the City of London, on TUESDAY, the 31st day of MAY, 1864, at TWELVE for ONE o'clock precisely, a LEASEHOLD MESSUAGE, SHOP, and PREMISES, situate No. 30, King William-street, in the City of London, now in the occupation of Messrs. Deane & Son, gunmakers.

Particulars whereof may be had gratis of Messrs. WATSON & SONS, of 12, Boulevard-street, Fleet-street, London, Solicitors; of Messrs. C. A. & A. JENKINSON, of 7, Clement's-lane, Lombard-street, London, Solicitors; of Messrs. J. & C. ROGERS, of 22, Manchester-buildings, Westminster, Solicitors;

and of the Auctioneers, 28, Poultry, London.

Dated this 28th day of April, 1864.

GEO. HUME, Chief Clerk.

ESTATES AND HOUSES. Country and Town

Residences, Landed Estates, Investments, Hunting Seats, Fishing and Shooting Quarters, Manors, &c.—JAMES BEAL'S REGISTER of the above, published on the 1st of each month, forwarded per post, or may be had on application at the Office, 909, Piccadilly, W.—Particulars for insertion should be forwarded not later than the 28th of each month.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the year 1864 will take place at the AUCTION MART, on the following days, viz.:

Friday, May 13	Friday, September 9
Friday, June 10	Friday, October 14
Friday, July 8	Friday, November 11
Friday, August 12	Friday, December 9

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

MR. MARSH begs to announce that his PERIODICAL SALES (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the ensuing year, as under:—

June 2	September 1	November 3
July 7	October 6	December 1
August 4		

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:

Thursday, May 12, 19, 26	Thursday, September 15
Thursday, June 9, 16, 23, 30	Thursday, October 20
Thursday, July 14, 21, 28	Thursday, November 17
Thursday, August 11, 18, 25	Thursday, December 15

2, Charlotte-row, Mansion-house, London, E.C.

Periodical Sale (established in 1843), of Reversions, Policies, Annuities, Shares, Bonds, &c., for Thursday, June 2.—An Absolute Reversion to £2,750 Consols, life 65.

MR. MARSH has received instructions to include in his next Monthly Periodical Sale of Reversions, Policies, &c., appointed to take place at the MART, on THURSDAY, JUNE 2, at TWELVE, the valuable ABSOLUTE REVERSION to a ONE-FOURTH PART of the SUM of £11,000 Consols, receivable on the decease or second marriage of a lady now in the sixty-fifth year of her age.

Particulars may be obtained at the Mart; of Messrs. LINDSAY & MASON, Solicitors, No. 84, Basinghall-street; and at Mr. MARSH'S Offices, 2, Charlotte-row, Mansion-house.

Periodical Sale (established in 1843) of Reversions, Policies, Annuities, Shares, Bonds, &c., for Thursday, June 2.

MR. MARSH has received instructions to include in his next Monthly Periodical Sale of Reversions, Policies, &c., appointed to take place at the MART, on THURSDAY, JUNE 2, at TWELVE, the ABSOLUTE REVERSION to a ONE-FOURTH PART of the TWO SUMS of £1,179 11s. 9d. and £314 6s. 3d. Consols, receivable on the decease or second marriage of a lady now in the 65th year of her age.

Particulars may be obtained at the Mart; or Messrs. LINDSAY & MASON, Solicitors, 84, Basinghall-street; and at Mr. MARSH'S Offices, 2, Charlotte-row, Mansion-house.

Periodical Sale (established in 1843) of Reversions, Policies, Annuities, Shares, Bonds, &c., for Thursday, June 2.

MR. MARSH has received instructions to include in his next Monthly Periodical Sale of Reversions, Policies, &c., appointed to take place at the MART, on THURSDAY, JUNE 2, at TWELVE, a very valuable POLICY OF ASSURANCE for £1,000, effected in February, 1860, with the Law Life Assurance Society, Fleet-street, on the life of a gentleman now in his 48th year. A bonus will be declared at the end of this year, which, it is anticipated, will be very considerable, and the next premium will not be due until February, 1865.

Particulars may be obtained at the Mart; of ALBERT DIXON, Esq., Solicitor, No. 10, Bedford-row; and at Mr. MARSH'S Offices, 2, Charlotte-row, Mansion-house.

Periodical Sale (established in 1843) of Reversions, Policies, Annuities, Shares, Bonds, &c., for Thursday, June 2.

MR. MARSH has received instructions to include in his next Monthly Periodical Sale of Reversions, Policies, &c., appointed to take place at the MART, on THURSDAY, JUNE 2, at TWELVE, the ABSOLUTE REVERSION to a ONE-EIGHTH PART or SHARE of the SUM of £2,000, receivable on the decease of a lady and gentleman, aged respectively 61 and 67 years.

Particulars may be obtained at the Mart; of Messrs. CHILTON, BURTON, YEATES, & HART, Solicitors, 25, Chancery-lane; and at Mr. MARSH'S Offices, 2, Charlotte-row, Mansion-house.

Periodical Sale (established in 1843) of Reversions, Policies, Annuities, Shares, Bonds, &c., for Thursday, June 2.

MR. MARSH has received instructions to include in his next monthly periodical SALE of Reversions, Policies, &c., appointed to take place at the MART, on THURSDAY, JUNE 2, at TWELVE, o'clock, a valuable old POLICY OF ASSURANCE, for the sum of £500, effected in 1837, with the General Life Assurance Society, on the life of a gentleman, now in his 64th year. Annual premium £13 3s.

Particulars may be obtained at the Mart; and at Mr. MARSH'S offices, No. 2, Charlotte-row, Mansion-house.

SOLICITORS' BENEVOLENT ASSOCIATION.

FOR THE RELIEF OF POOR AND NECESSITOUS ATTORNEYS, SOLICITORS, AND PROCTORS, THROUGHOUT ENGLAND AND WALES, AND THEIR WIVES, WIDOWS, AND FAMILIES.

INSTITUTED 1855.

Trustees.

JOHN HOPE SHAW, Leeds.
EDWARD BANNER, Liverpool.

JAMES ANDERTON, London.
WILLIAM STRICKLAND COOKSON, London.

The Directors have the pleasure to announce that the **FOURTH PUBLIC DINNER** in aid of the Funds of this Association, will take place on Tuesday, the 7th of June next, at the Freemasons' Tavern, Great Queen-street, London.

THE LORD CHIEF JUSTICE OF ENGLAND, in the Chair.

The following STEWARDS will be happy to receive Contributions for announcement at the Dinner:—

JAMES ANDERTON, Esq., London.
THOMAS AVISON, Esq., Liverpool.
EDWIN BALL, Esq., Perthshire.
WILLIAM BARTLETT, Esq., Liverpool.
THOMAS BEARD, Esq., London.
RICHARD ELIAS BISHOP, Esq., Torquay.
THOMAS HOLME BOWER, Esq., London.
ALFRED RHODES BRISTOW, Esq., London.
DUGALD EDWARD CAMERON, Esq., London.
RICHARD CAPARN, Esq., Holbeach.
GEO. FREDK. CARNELL, Esq., Sevenoaks.
T. FEARNCOMBE CHORLEY, Esq., London.
CHARLES STEWART CLARKE, Esq., Bristol.
WM. STRICKLAND COOKSON, Esq., London.
WILLIAM JOHN COWPER, Esq., Newbury.
WM. CHAS. CRIPPS, Esq., Tunbridge Wells.
JOSEPH DODDS, Esq., Stockton-upon-Tees.
JAS. ANNESLEY DORANT, Esq., St. Albans.
WILLIAM EVANS, Esq., Birmingham.
PETER ELLIS EYTON, Esq., Flint.
JOHN ELLIOTT FOX, Esq., London.
ALFRED ASHLEY GAITSKELL, Esq., London.
THOMAS HARRISON, Esq., London.
ALEXANDER HART, Esq., Dorking.
EDWIN HEDGER, Esq., London.

THOMAS HODGSON, Esq., York.
FRANCIS HOOLE, Esq., Sheffield.
HENRY WILCOCKS HOOPER, Esq., Exeter.
EDWIN HUGHES, Esq., Wootton Bassett.
HENRY EDWARD HUNT, Esq., Nottingham.
HENRY DECIMUS HILBERTON, Esq., London.
FREDERICK HALSEY JANSON, Esq., London.
JOHN TREVILLIAN JENKIN, Esq., Swansea.
MICHAEL JESSOP, Esq., Crich.
EDWARD E. P. KELSEY, Esq., Salisbury.
JOHN KENDALL, Esq., London.
HENRY KIMBER, Esq., London.
NATH. TERTIUS LAWRENCE, Esq., London.
JOHN C. LETHBRIDGE, Esq., London.
JOSEPH LOVEGROVE, Esq., Gloucester.
JOHN BRADICK MONCKTON, Esq., London.
WILLIAM HENRY MOSS, Esq., Hull.
GEO. FREDK. NEWMARCH, Esq., Cirencester.
ELIAS BRETON OSBORN, Esq., London.
CHARLES T. W. PARRY, Esq., Chester.
THOMAS FRANCIS PEACOCK, Esq., London.
WM. HUMPHREY PILCHER, Esq., London.
GEORGE W. K. POTTER, Esq., London.
JOHN LENTON PULLING, Esq., London.
JAMES HOLMES RAVENHILL, Esq., London.

THOMAS RAWLINS, Esq., Wimbome Minster.
JAMES W. H. RICHARDSON, Esq., Leeds.
PHILIP RICKMAN, Esq., London.
JOHN SATCHELL, Esq., London.
SILAS GEORGE SAUL, Esq., Carlisle.
WILLIAM SHAEN, Esq., M.A., London.
JULIUS GABRIAN SHEPHERD, Esq., Luton.
JOSEPH SHIPTON, Esq., Chesterfield.
CHAS. FLETCHER SKIRROW, Esq., London.
JAMES KNIGHT SMITH, Esq., Newnham.
CHAS. AUGUSTIN SMITH, Esq., Greenwich.
SIDNEY SMITH, Esq., London.
DAVID HENRY STONE, Esq., Ald., London.
HERBERT STURMY, Esq., London.
JOHN LOCKHART SYMS, Esq., London.
JAMES TASSELL, Esq., Faversham.
JOHN SMALE TORR, Esq., London.
HENRY SIDNEY WARBROUGH, Esq., Bristol.
JOHN WEBSTER, Esq., Sheffield.
MARTIN KEMP WELCH, Esq., Poole.
THOMAS WEBSTER, Esq., M.A., Cambridge.
BENJAMIN GAY WILKINSON, Esq., London.
EDWARD W. WILLIAMSON, Esq., London.
WILLIAM J. WOOLLEY, Esq., Loughborough.
HENRY THOMAS YOUNG, Esq., London.

Dinner Tickets, One Guinea each (available for Professional or non-professional friends) may be obtained at the Offices of the Association or at the Freemasons' Tavern. Dinner on Table at half-past six o'clock precisely.

Offices of the Association, 9, Clifford's-inn, London, E.C.

(By order of the Board.)

THOMAS EIFFE, Secretary.

Donors of TEN GUINEAS (or upwards) are constituted LIFE MEMBERS of the Association. Subscribers of ONE GUINEA a-year (or upwards) are constituted ANNUAL MEMBERS.

BANKERS—THE UNION BANK OF LONDON, TEMPLE BAR BRANCH.

